INVER GROVE HEIGHTS CITY COUNCIL AGENDA
TUESDAY, NOVEMBER 12, 2013
8150 BARBARA AVENUE
7:00 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. PRESENTATIONS
   A. Inver Grove Heights Royalty 2013
4. CONSENT AGENDA – All items on the Consent Agenda are considered routine and have been made available to the City Council at least two days prior to the meeting; the items will be enacted in one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event the item will be removed from this Agenda and considered in normal sequence.

   A. Minutes of October 28, 2013 Regular City Council Meeting _____

   B. Resolution Approving Disbursements for Period Ending November 6, 2013 _____

   C. Resolution Approving a Storm Water Maintenance Agreement for the Storm Water Features to be constructed as part of a CUP on property located at 9209 Chapman Ct. _____

   D. Resolution Approving Demolition Contract – 8195 Babcock Trail _____

   E. Pay Voucher No. 7 City Project No. 2006-08, Asher Water Tower Replacement _____

   F. Pay Voucher No. 1 City Project No. 2012-07, Bohrer Pond NW Pre-Treatment Basin _____

   G. Change Order No. 1 and No. 2, Final Compensating Change Order No. 3, Final Pay Voucher No. 1, Engineer's Final Report and Resolution Accepting Work for City Project No. 2013-03, Regional Basin SP-27 Stormwater Facility Repairs _____

   H. Approve Encroachment Agreement for Lot 7, Block 2, Argenta Hills 4th Addition (7542 Auburn Court) _____

   I. Approve Custom Grading Agreement for Lot 5, Block 1, Hatchard Estates, 9162 Dalton Court _____

   J. Resolution Authorizing Execution of the Declaration of Conditions and Restrictions related to the State Forest Bonding Grant upon certain City Parks and other City Property _____

   K. Resolution Approving Transfers to Golf Course in 2013 _____

   L. Resolution Calling for a Public Hearing on the Modification to TIF District 2-1 _____

   M. Approve Resolution Related to Deficit Pooling in TIF Districts _____

N. Approve 2014 Proposed Convention and Visitors Bureau Budget _____

O. Resolution Approving the Dakota County 2014 Community Funding Application for Waste Abatement Activities _____

P. Personnel Actions _____

5. PUBLIC COMMENT: Public comment provides an opportunity for the public to address the Council on items that are not on the Agenda. Comments will be limited to three (3) minutes per person.

6. PUBLIC HEARINGS:

7. REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

A. MARY T'KACH; Consider Resolution relating to a Variance to allow a Seven Foot High Fence along the Front Property Line whereas 42 Inches is the Maximum Height within the Front Yard for property located at 1987 80th Street _____

B. WALMART STORES, INC; Consider Resolution Amending PUD Approval to allow the Store to Remain Open 24 Hours on Thanksgiving Day _____

C. CITY OF INVER GROVE HEIGHTS; Consider Second Reading of an Ordinance Amendment to Allow Vertical Axis Wind Turbines as a Permitted Use in the A, E-1, and E-2 Districts _____

PUBLIC WORKS:

D. CITY OF INVER GROVE HEIGHTS; Consider Resolutions Establishing Utility Rates for 2014 _____

ADMINISTRATION:

E. CITY OF INVER GROVE HEIGHTS; Consider Second Reading of an Ordinance Amending Inver Grove Heights City Code Title 4, Chapter 11, Sections 4-11-5(F) and 4-11-7(A) Regarding Payment of a Background Check Investigation Fee by Solicitors and the Grounds for Revocation, Suspension, or Denial of a License or Certificate of Registration _____

F. CITY OF INVER GROVE HEIGHTS; Consider Request for a Special Bow Hunt Outside the Established Bow Hunting Boundaries _____

8. MAYOR & COUNCIL COMMENTS

9. ADJOURN

This document is available upon 3 business day request in alternate formats such as Braille, large print, audio recording, etc. Please contact Melissa Kennedy at 651.450.2513 or mkennedy@invergroveheights.org

INVER GROVE HEIGHTS CITY COUNCIL MEETING
MONDAY, OCTOBER 28, 2013 - 8150 BARBARA AVENUE

CALL TO ORDER/ROLL CALL The City Council of Inver Grove Heights met in regular session on Monday, October 28, 2013, in the City Council Chambers. Mayor Tourville called the meeting to order at 7:00 p.m. Present were Council members Bartholomew, Madden, Mueller, and Piekarski Krech; City Administrator Lynch, Assistant City Administrator Teppen, City Attorney Kuntz, Public Works Director Thureen, Finance Director Smith, Parks and Recreation Director Carlson, Chief Stanger, Fire Chief Thill, Deputy Clerk Kennedy, City Planner Hunting, and Associate Planner Botten.

3. PRESENTATIONS:

4. CONSENT AGENDA:

A. i) Minutes of October 7, 2013 City Council Work Session
ii) Minutes of October 14, 2013 Regular City Council Meeting

B. **Resolution No. 13-150** Approving Disbursements for Period Ending October 23, 2013

C. **Resolution No. 13-151** Certifying Delinquent Utility Bills

D. Approve Contract with Common Sense Building Services

E. Pay Voucher No. 1 for City Project No. 2013-09C, Mill and Overlay

F. **Resolution No. 13-152** Accepting Proposal from Emmons and Olivier Resources, Inc. (EOR) for Updates to the Northwest Area Regional Basin Map

G. Approve Service Charge to Convention and Visitors Bureau

H. Approve Awarding Five Points to Inver Grove Heights Police Reserve Officers to 100-Point Scale

I. Approve Release of Lot 3 and Lot 4, Glenn Clarke Homestead from Development Contract Recorded as Dakota County Document No. 2371285

J. Accept Donations to Inver Grove Heights Fire Department

K. Schedule Public Hearings (Liquor License & Pawnbroker License Renewals)

L. Personnel Actions

Motion by Madden, second by Bartholomew, to approve the Consent Agenda

Ayes: 5
Nays: 0 **Motion carried.**

5. PUBLIC COMMENT: None.

6. PUBLIC HEARINGS:

A. **CITY OF INVER GROVE HEIGHTS;** Assessment Hearing for the 2013 Pavement Management Program, City Project No. 2013-09E, Henry Avenue Bituminous Pavement Removal and Replacement

Mr. Kaldunski explained the project was done in conjunction with the City of South St. Paul to reconstruct Henry Avenue from the City limits to the North, along several properties in the community. Two (2) properties were proposed to be assessed for the project. The final costs were slightly less than the original feasibility study estimates.

Motion by Madden, second by Piekarski Krech, to close the public hearing

Ayes: 5
Nays: 0 **Motion carried.**

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Motion by Madden, second by Mueller, to approve Resolution No. 13-153 adopting the Final Assessment Roll for the 2013 Pavement Management Program, City Project No. 2013-09E, Henry Avenue Bituminous Pavement Removal and Replacement

Ayes: 5
Nays: 0 Motion carried.

7. <u>REGULAR AGENDA:</u>

COMMUNITY DEVELOPMENT:

A. BRUCE CORDS; Consider Resolution relating to a Vacation and Rededication of Certain Drainage and Utility Easements for property located at 2893 96th St. E.

Mr. Link reviewed the location of the property. He explained the applicant owned two (2) lots. A home is located on the eastern lot and the western lot is currently vacant. The applicant intended to sell the western lot and in order to do so he proposed to shift the lot line by approximately 16 feet on the back side of the lot. The perimeter drainage and utility easement along the existing lot line had to be vacated and rededicated along the new, shifted lot line. He noted the shifting of the lot line could be approved administratively by staff. Only the vacation and rededication of the easement required Council action. Both Planning staff and the Planning Commission recommended approval of the request.

Mayor Tourville questioned if the applicant agreed with staff's recommendation.

Bruce Cords, 2893 96th Street East, responded in the affirmative.

Motion by Piekarski Krech, second by Madden, to adopt Resolution No. 13-154 relating to a Vacation and Rededication of Certain Drainage and Utility Easement for property located at 2893 96th St. E.

Ayes: 5
Nays: 0 Motion carried.

B. POWER DYNAMICS, INC.; Consider Resolution relating to a Determination of Substantially Similar Use Designation for a use not specifically listed as a permitted, conditional, or accessory in the B-3, General Business District

Councilmember Mueller stated he would be stepping down from the Council for this item because he was the property owner involved with the agenda item.

Mr. Hunting explained the applicant, Power Dynamics, was interested in purchasing the property currently owned and occupied by Inver City Printing. The applicant's business involves the sale and distribution of gaskets, which would fall under the category of a permitted use under the wholesale/office showroom category in the B-3 district. The issue is that portions of the applicant's business involves stamping and die cutting or manufacturing of gaskets. He noted manufacturing alone was not a permitted use in the B-3 district. Because staff felt the manufacturing use was a small portion (2%) of the applicant's business in terms of physical space, it was determined that the use could be considered accessory or ancillary to the office/warehouse use. Council was asked to determine that the proposed use of selling, distributing, and warehousing gaskets, with an ancillary component of manufacturing, was substantially similar to wholesale/office showroom use. Planning staff supported the substantially similar use designation and recommended several performance standards. A maximum floor area of 20% of the total space was recommended for the manufacturing use.

Councilmember Madden questioned if there were any noise or vibration concerns related to the manufacturing use.

Mr. Hunting stated staff's understanding was that the machine did not produce any substantial odors, emissions or vibrations. He noted the entire operation had to be contained within the building.

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Councilmember Bartholomew disagreed with the manufacturing designation because the applicant was not creating new product. He explained the operation involved bringing in material that is uncut, cutting it to specifications, and packaging it for distribution and sale. He opined the operation did not involve manufacturing.

Mr. Hunting explained staff's determination was based on a general definition of manufacturing which involved using a raw material to create a product for sale.

Councilmember Bartholomew stated nothing new was being created. The product was simply being cut. He suggested that the operation could be designated as fabrication.

Councilmember Piekarski Krech suggested it may be prudent to start looking at codes and verbiage to bring the City Code and Zoning Code up to current standards.

Mr. Hunting stated it is a policy issue for the City Council to help direct staff when they are making their determinations of general uses. He explained staff felt this particular designation went beyond their authority.

Mayor Tourville questioned how often the similar use designation had been utilized.

Mr. Kuntz explained it was not a tool utilized by the Council with any frequency.

Councilmember Piekarski Krech questioned if the 20% performance standard was an arbitrary number.

Mr. Hunting stated it was arbitrarily chosen by the Planning Commission because they felt staff's recommendation of 10-15% of the total floor space was too restrictive.

Councilmember Madden questioned if the applicant agreed with the 20% recommendation.

Mr. Hunting replied in the affirmative.

Motion by Piekarski Krech, second by Madden, to adopt Resolution No. 13-155 approving a Determination of Substantially Similar Use that a Use Consisting of Primarily Office-Showroom with a Component of Warehousing, but with a Component of Manufacturing is Substantially Similar to Wholesale Office Showroom which is a Permitted Use in the B-3, General Business District

Ayes: 4 (Bartholomew, Madden, Piekarski Krech, Tourville)
Nays: 0 Motion carried.

C. VANCE GRANNIS; Consider the Following Requests for the Property Located on the West Side of Barnes Avenue in the General Vicinity of 9249 Barnes Avenue:

i) Comprehensive Plan Amendment to Change the Land Use Designation providing a Dual Designation of RDR and PO and Text Amendments to Provide for the Nature Center Use

ii) Ordinance Amendment to Allow a Nature Center/Outdoor Skills Area in the E-1 District as a Permitted Use with Performance Standards

Mr. Hunting stated the applicant was continuing to move forward with his nature center/outdoor skills area project. The next step was to address the use in the Comprehensive Plan and Zoning Code. The property consisted of approximately 130 acres. The applicant was also working with Dakota County to place 105 acres into a permanent conservation easement. Staff proposed the use of a dual designation, RDR and PO, in conjunction with text amendments to allow the nature center type of use. This would allow flexibility with respect to how the property ultimately develops. The proposed ordinance amendment would allow the nature center use as a permitted use in the E-1 district with provisions to allow for an interpretive center building and a senior housing component with a preschool element. He noted the senior housing component was a departure from the standard development pattern in the southern half of the City. Staff was comfortable with the proposal because a limit of 53 units was placed on the senior housing component. The limit was based on taking the gross acreage divided by 2.5 acres to determine the maximum density. The ordinance was written to require both projects to go through the major site plan approval process. Planning staff recommended approval of the Comprehensive Plan amendment

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and the ordinance amendment.

Vance Grannis, Jr., 9249 Barnes Avenue, stated his first goal was to preserve the area and that would be accomplished via the conservation easement. His second goal was to educate youth and adults on the benefits of our environment and ensure children have a place to enjoy the outdoors. He stated there were several trees on the property that would be relocated for screening of the senior living facility.

Ollie Smith, 10857 Andes Circle, questioned how access would be provided to the southern portion of the property.

Mr. Lynch reiterated the applicant intended to enter into a conservation easement with the County for that section of the property. No development would occur in that area.

Councilmember Piekarski Krech noted it was private property so there would be no public access.

Mr. Hunting stated it would be a private facility, not open to the public. Access to the senior housing and interpretive center would be via the existing drive off of Barnes Avenue.

Motion by Bartholomew, second by Piekarski Krech, to adopt Resolution No. 13-156 approving a Comprehensive Plan Amendment to Change the Land Use Designation Providing a Dual Designation of RDR and PO and Text Amendments to Provide for the Nature Center Use and Ordinance No. 1271 to Allow a Nature Center/Outdoor Skills Area in the E-1 District as a Permitted Use in the A, E-1, and E-2 Districts

Ayes: 5
Nays: 0 Motion carried.

D. CITY OF INVER GROVE HEIGHTS; Consider an Ordinance Amendment to Allow Vertical Axis Wind Turbines as a Permitted Use in the A, E-1, an E-2 Districts

Ms. Botten explained Council previously directed staff to prepare a code amendment that would allow vertical axis wind turbines as a permitted use in the A, E-1, and E-2 residential zoning districts. Current zoning code regulations conditionally allow wind power converters in the A, E, I, and P zoning districts. The proposed amendment included performance standards such as maximum height, setbacks, total number allowed on the property, maintenance and permitting requirements. The ordinance would allow one (1) vertical axis wind turbine on lots less than 15 acres. Additional turbines would be allowed provided they do not exceed a density of 15 acres per turbine. The maximum height allowed would be 52.5 feet. Turbines would have to be setback at least a minimum distance of the height of the tower from the property lines. She noted at this time the only thing being considered was an ordinance related to vertical axis wind turbines. An ordinance related to alternative energy (wind and solar) would be further researched by staff in the coming months. Planning staff recommended approval of the ordinance as presented. The Planning Commission recommended denial because they did not see the purpose of changing the ordinance since vertical axis wind turbines were currently allowed as a conditional use and there did not appear to be a pressing need to amend the ordinance at this time.

Councilmember Madden stated he was familiar with vertical axis turbines that were 35 feet tall. He opined the maximum height seemed very tall.

Ms. Botten stated staff used the maximum height currently in the code for towers, church spires, and flag poles because an applicant is allowed to go 50% higher than the maximum listed in the Code.

Mayor Tourville stated there was interesting discussion at the Planning Commission meeting because there did not seem to be a pressing need to change the code at this time.

Councilmember Madden opined he did not want to see 52 foot turbines popping up all over the City because they would be above the tree line and could become an eyesore. He stated he would support the request because it was a new idea and he was curious to see how much energy could be generated.

Councilmember Bartholomew stated the maximum density and setback requirements would restrict the number that could be placed on a property. He suggested the ordinance could be further restrictive and limit the vertical axis turbines to A and E-1 properties.

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Mr. Grannis stated the turbines needed to be above the tree line to be able to catch any wind. He noted people were not going to start building the turbines until it is demonstrated that they can provide substantial value.

Motion by Piekarski Krech, second by Mueller, to approve the first reading of an Ordinance Amendment to Allow Vertical Axis Wind Turbines as a Permitted Use in the A, E-1, and E-2 Districts

Ayes: 5
Nays: 0 Motion carried.

ADMINISTRATION:

E. CITY OF INVER GROVE HEIGHTS; Consider the First Reading of an Ordinance Amending Inver Grove Heights City Code Title 4, Chapter 11, Sections 4-11-5(F) and 4-11-7(A) Regarding Payment of a Background Check Investigation Fee by Solicitors and the Grounds for Revocation, Suspension, or Denial of a License or Certificate of Registration

Ms. Teppen reviewed the current definitions contained in the City Code for a peddler and a solicitor. She explained peddlers are required to obtain a license from the City while solicitors are only required to register. A background investigation fee was adopted and implemented for peddlers, but not for solicitors. When the ordinance was originally adopted it was anticipated that a background investigation would be conducted on solicitors at the discretion of the clerk. Rather than arbitrarily choose which applicants to conduct a background investigation on, staff has conducted an investigation on every applicant for a solicitor who has sought registration with the City. In 2012 a total of 71 solicitor registrations were processed. To date in 2013, 100 registrations had been processed. Staff recommended implementation of a background investigation fee in the amount of $25 to cover the City's costs for conducting an investigation.

Mayor Tourville clarified the proposed changes would not apply to local school organizations fundraising in the City.

Ms. Teppen responded in the affirmative.

Councilmember Piekarski Krech questioned if $25 would be enough to cover the costs of the investigation.

Ms. Teppen stated she would review the fee with the Police Department prior to the second reading.

Ms. Kennedy noted the proposed fee was the current amount listed in the City's fee schedule for a basic criminal background investigation.

Motion by Piekarski Krech, second by Madden, to approve the First Reading of an Ordinance Amending Inver Grove Heights City Code Title 4, Chapter 11, Sections 4-11-5(F) and 4-11-7(A) Regarding Payment of a Background Check Investigation Fee by Solicitors and the Grounds for Revocation, Suspension, or Denial of a License or Certificate of Registration

Ayes: 5
Nays: 0 Motion carried.

F. CITY OF INVER GROVE HEIGHTS; Consider Appointment of Auditors for the Fiscal Years Ending 2013, 2014, 2015

Ms. Smith explained staff issued a request for proposal for audit services. The request was mailed to six (6) CPA firms, and posted on the City's website. Six (6) proposals were received in response to the request. Proposals were evaluated based on mandatory minimum requirements as well as technical quality. Separate sealed envelopes containing pricing information were also included with the proposals. A committee was formed to evaluate the proposals. The committee found that two (2) of the proposals did not meet the minimum requirements. Price quotes were then evaluated and it was found that the firm that submitted the lowest price quote also received the highest technical score. The firm was interviewed and reference checks were contacted. Staff recommended the appointment of Abdo, Eick & Meyers as auditors for the fiscal years ending 2013, 2014, and 2015.

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Councilmember Bartholomew questioned if the price quote included all preliminary fees.

Ms. Smith responded in the affirmative.

Councilmember Bartholomew questioned how the cost compared to that of the previous audit.

Ms. Smith stated the fee for 2012 did not include preparation of the CAFR and was $37,500. The proposal for 2013 did include CAFR preparation at a total cost of $35,030. In terms of the three (3) year proposal the recommended audit firm's cost was within $1,800 of the current auditor.

Mayor Tourville questioned if there were any ancillary groups associated with the City besides the Fire Department that required audits.

Ms. Smith replied in the negative.

Motion by Mueller, second by Bartholomew, to appoint Abdo, Eick & Meyers, LLP as Auditors for the Fiscal Years Ending 2013, 2014, and 2015

Ayes: 5
Nays: 0 Motion carried.

G. CITY OF INVER GROVE HEIGHTS; Consider Design and Cost of a Sign for the East Wall of City Hall

Ms. Teppen stated an exterior and interior signage package was previously approved by the Council in June. At that time, staff was directed to come back with a proposed design for the East wall of City Hall that would be illuminated and visible from Highway 52. The proposed design entailed a 1'9" aluminum satin sign with 12 inch letters that would be illuminated with LED lights. The distance from the East wall to northbound Highway 52 was 540 feet, to southbound Highway 52 was 435 feet, and to Barnes Avenue was 290 feet. Based on industry standards, a 12 inch illuminated letter would be visible at 525 feet. For maximum impact at 540 feet, individual letters would need to be 54 inches tall. She noted staff did not feel letters of that size would be aesthetically desirable. The cost for the proposed sign, including electrical work, design and coordination, would be $16,390.

Councilmember Mueller stated he was not in favor of the proposal due to the cost.

Mayor Tourville stated 54 inches would be overkill. He noted the first time around not much consideration was given to sight visibility and the letters were too small. He opined signage and visibility were important for visitors and it should be done correctly. He added it was a good investment.

Councilmember Bartholomew opined that technology drives visitors to the City's facilities and the money could be better spent elsewhere at this time.

Councilmember Piekarski Krech stated she had a hard time visualizing what the sign would look like based on the description provided. She noted the signage should not have been so small and inconspicuous when it was done the first time.

The Council asked staff to clarify the warranty on the sign and to bring back examples of current signs with a similar design.

Motion by Madden, second by Piekarski Krech, to table consideration of the item

Ayes: 5
Nays: 0 Motion carried.

8. <u>MAYOR & COUNCIL COMMENTS:</u>

Motion by Madden, second by Piekarski Krech, to change the start time of the November 12, 2013 EDA Meeting to 6:00 pm.

Ayes: 5
Nays: 0 Motion carried.

9. <u>ADJOURN:</u> Motion by Mueller, second by Madden, to adjourn. The meeting was adjourned by a unanimous vote at 8:20 p.m.

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AGENDA ITEM _____4B_____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Meeting Date:	November 12, 2013		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Kristi Smith 651-450-2521	X	Amount included in current budget
Prepared by:	Bill Schroepfer, Accountant		Budget amendment requested
Reviewed by:	N/A		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Approve the attached resolution approving disbursements for the period of October 24, 2013 to November 6, 2013.

SUMMARY

Shown below is a listing of the disbursements for the various funds for the period ending November 6, 2013. The detail of these disbursements is attached to this memo.

General & Special Revenue	$384,145.03
Debt Service & Capital Projects	571,244.81
Enterprise & Internal Service	323,840.08
Escrows	27,540.55
Grand Total for All Funds	$1,306,770.47

If you have any questions about any of the disbursements on the list, please call Kristi Smith, Finance Director at 651-450-2521.

Attached to this summary for your action is a resolution approving the disbursements for the period October 24, 2013 to November 6, 2013 and the listing of disbursements requested for approval.

DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING DISBURSEMENTS FOR THE PERIOD ENDING November 6, 2013

WHEREAS, a list of disbursements for the period ending November 6, 2013 was presented to the City Council for approval;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: that payment of the list of disbursements of the following funds is approved:

General & Special Revenue	$384,145.03
Debt Service & Capital Projects	571,244.81
Enterprise & Internal Service	323,840.08
Escrows	27,540.55
Grand Total for All Funds	$1,306,770.47

Adopted by the City Council of Inver Grove Heights this 12th day of November, 2013.

Ayes:

Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

City of Inver Grove Heights

Expense Approval Report

By Fund

Payment Dates 10/24/2013 - 11/6/2013

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ACE PAINT & HARDWARE	517679/5	10/30/2013	501126	101.42.4200.423.60065	54.45
ACE PAINT & HARDWARE	517702/5	10/30/2013	501126	101.44.6000.451.40040	6.39
ACE PAINT & HARDWARE	517645/5 A	10/29/2013	501126	101.43.5200.443.60016	32.05
ACE PAINT & HARDWARE	517859/5	11/06/2013	501126	101.42.4200.423.60065	27.23
ACE PAINT & HARDWARE	517459/5	10/30/2013	501126	101.42.4200.423.30700	30.00
AFSCME COUNCIL 5	INV0024278	11/01/2013	UNION DUES (AFSCME FAIR SHARE)	101.203.2031000	28.48
AFSCME COUNCIL 5	INV0024279	11/01/2013	UNION DUES (AFSCME FULL SHARE)	101.203.2031000	752.02
AFSCME COUNCIL 5	INV0024280	11/01/2013	UNION DUES (AFSCME FULL SHARE-F	101.203.2031000	74.25
ASPEN MILLS	141426	11/06/2013	550771	101.42.4200.423.30700	52.95
ASSOCIATED MECHANICAL CONTRACTORS	40669	10/30/2013	S26577	101.42.4200.423.40040	600.00
BECKER ARENA PRODUCTS, INC.	00095833	10/30/2013	INV000	101.44.6000.451.40047	427.50
BELLEISLE, MONICA	11/1/13	11/06/2013	TRAVEL	101.42.4200.423.50065	65.87
CA DEPT OF CHILD SUPPORT SERVICES	INV0024236	11/01/2013	MIGUEL GUADALAJARA FEIN/TAXPAY	101.203.2032100	279.69
CARQUEST OF MSP-ROSEMOUNT	1596-203646	11/06/2013	614420	101.42.4200.423.40042	4.68
CENTURY LINK	10/7/13	10/30/2013	6514510205	101.44.6000.451.50020	58.94
CENTURY LINK	10/19/13	11/06/2013	6514559072	101.42.4200.423.50020	41.03
CITY OF SAINT PAUL	129367	10/30/2013	10/14/13	101.43.5200.443.40046	3,555.90
CLAREY'S SAFETY EQUIPMENT	152474	11/06/2013	090500	101.42.4200.423.60065	76.12
CLAREY'S SAFETY EQUIPMENT	152476	11/06/2013	090500	101.42.4200.423.40042	160.31
COPY RIGHT	60339	11/06/2013	FIRE	101.42.4200.423.50030	160.69
CUMMINS NPOWER LLC	100-98822	11/06/2013	SEPT	101.42.4200.423.40040	519.55
DAKOTA CTY FINANCIAL SVCS	10/24/13	11/06/2013	P0001754	101.42.4000.421.70501	19,932.00
DAKOTA ELECTRIC ASSN	10/24/13 246837-9	11/06/2013	10/24/13 PARKS	101.44.6000.451.40020	2,973.72
DAKOTA ELECTRIC ASSN	10/24/13 250165/8	11/06/2013	10/24/13 PARKS	101.44.6000.451.40020	561.28
DAKOTA ELECTRIC ASSN	10/24/13 393563.2	11/06/2013	10/24/13 PARKS	101.44.6000.451.40020	132.03
DAKOTA ELECTRIC ASSN	10/24/13 443054-2	11/06/2013	10/24/13 PARKS	101.44.6000.451.40020	11.07
DAKOTA ELECTRIC ASSN	11/5/13 109394-7 A	11/06/2013	11-5-13 ADMIN	101.43.5400.445.40020	1,243.30
EARL F ANDERSEN INC	0103479-IN	11/06/2013	0004094	101.43.5200.443.60016	225.72
EFTPS	INV0024285	11/01/2013	FEDERAL WITHHOLDING	101.203.2030200	40,401.48
EFTPS	INV0024287	11/01/2013	MEDICARE WITHHOLDING	101.203.2030500	10,779.94
EFTPS	INV0024288	11/01/2013	SOCIAL SECURITY WITHHOLDING	101.203.2030400	31,987.08
FEDEX OFFICE	062000004745	10/30/2013	9980016701	101.43.5100.442.60010	42.83
FERRELLGAS	10/10/13	10/30/2013	7754787	101.43.5200.443.60016	77.03
FERRELLGAS	10/16/13	10/30/2013	7754787	101.43.5200.443.60016	149.83
FERRELLGAS	10/21/13	10/30/2013	7754787	101.43.5200.443.60016	79.01
FIRST IMPRESSION GROUP, THE	55036-P	10/30/2013	55036	101.41.1100.413.50035	2,310.00
FIRSTSCRIBE	2460936	10/30/2013	10/1/13	101.43.5100.442.40044	250.00
GENESIS EMPLOYEE BENEFITS ACH ONLY	10/31/13	10/31/2013	OCT 2013	101.203.2031500	361.48
GENESIS EMPLOYEE BENEFITS ACH ONLY	10/31/13	10/31/2013	OCT 2013	101.203.2031500	3,527.78
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0024276	11/01/2013	HSA ELECTION-SINGLE	101.203.2032500	2,700.21
GENESIS EMPLOYEE BENEFITS ACH ONLY	INV0024277	11/01/2013	HSA ELECTION-FAMILY	101.203.2032500	3,828.10
GRAINGER	9283753599	11/06/2013	806460150	101.43.5200.443.60040	47.74
HOFF, BARRY & KOZAR, P.A.	10749	10/30/2013	CLIENT MATTER #4292-001	101.41.1000.413.30420	440.70
HOFF, BARRY & KOZAR, P.A.	10749	10/30/2013	CLIENT MATTER #4292-001	101.41.1100.413.30420	440.70
HOME DEPOT	10/13/13	10/30/2013	6035322502554813	101.42.4200.423.60011	56.85
HOME DEPOT	10/13/13	10/30/2013	6035322502554813	101.42.4200.423.60018	70.35
HOME DEPOT	10/13/13	10/30/2013	6035322502554813	101.42.4200.423.60065	28.96
ICMA MEMBERSHIP RENEWALS	140748 2014	11/06/2013	MEMBERSHIP DUES 2014	101.41.1100.413.50070	1,016.62
ICMA RETIREMENT TRUST - 457	11/1/13	11/01/2013	11/1/13	101.203.2031400	14,920.46
ICMA RETIREMENT TRUST - 457	11/1/13	11/01/2013	11/1/13	101.203.2032400	532.70
INFINITY WIRELESS	34133	10/30/2013	FIRE	101.42.4200.423.40042	112.22
INFINITY WIRELESS	34143	10/30/2013	15352	101.42.4200.423.40042	126.11
INVER GROVE FORD	10/25/13	11/06/2013	94717	101.42.4000.421.70300	267.81
IUOE	INV0024281	11/01/2013	UNION DUES IUOE	101.203.2031000	1,121.75
KIMBALL MIDWEST	3216241	10/30/2013	222006	101.44.6000.451.60040	171.79
LELS	INV0024282	11/01/2013	UNION DUES (LELS)	101.203.2031000	1,300.00
LELS SERGEANTS	INV0024283	11/01/2013	UNION DUES (LELS SGT)	101.203.2031000	225.00
LILLIE SUBURBAN NEWSPAPERS	7/31/13	10/30/2013	001363	101.41.1100.413.50025	45.85
LILLIE SUBURBAN NEWSPAPERS	7/31/13	10/30/2013	001363	101.45.3200.419.50025	22.93
LILLIE SUBURBAN NEWSPAPERS	7/31/13	10/30/2013	001363	101.45.3200.419.50025	26.20
LILLIE SUBURBAN NEWSPAPERS	9/30/13	09/30/2013	001363	101.41.1100.413.50025	(25.70)
LILLIE SUBURBAN NEWSPAPERS	9/30/13	09/30/2013	001363	101.42.4000.421.50030	29.48
LILLIE SUBURBAN NEWSPAPERS	9/30/13	09/30/2013	001363	101.45.3200.419.50025	29.48
LILLIE SUBURBAN NEWSPAPERS	9/30/13	09/30/2013	001363	101.45.3200.419.50025	22.93
LILLIE SUBURBAN NEWSPAPERS	9/30/13	09/30/2013	001363	101.45.3200.419.50025	22.93
LILLIE SUBURBAN NEWSPAPERS	9/30/13	09/30/2013	001363	101.45.3200.419.50025	29.48
LILLIE SUBURBAN NEWSPAPERS	9/30/13	09/30/2013	001363	101.45.3200.419.50025	26.20
LILLIE SUBURBAN NEWSPAPERS	9/30/13	09/30/2013	001363	101.45.3200.419.50025	44.98
MADISON NATIONAL LIFE INSURANCE COMPAN	10/29/13	10/30/2013	NOV 2013 GROUP #012439	101.203.2031700	2,535.92
MADISON NATIONAL LIFE INSURANCE COMPAN	10/29/13	10/30/2013	NOV 2013 GROUP #012439	101.42.4200.423.20630	2.90

METRO JANITORIAL SUPPLY INC	11012557	11/06/2013	10/30/13	101.43.5200.443.60016	556.78
MINNEAPOLIS OXYGEN CO.	183102717	11/06/2013	113504	101.42.4200.423.40042	148.79
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0024234	11/01/2013	RICK JACKSON FEIN/TAXPAYER ID: 4	101.203.2032100	318.41
MINNESOTA DEPARTMENT OF HUMAN SERVICE	INV0024235	11/01/2013	JUSTIN PARRANTO FEIN/TAXPAYER I	101.203.2032100	484.54
MN DEPT OF COMMERCE	10/24/13	10/25/2013	UNCASHED CHECKS	101.207.2070600	71.98
MN DEPT OF EMLOYMENT & ECONOMIC DEV	10/29/13	10/29/2013	3RD QTR MN STATE UNEMPLOYMENT	101.41.2000.415.20700	211.59
MN DEPT OF EMLOYMENT & ECONOMIC DEV	10/29/13	10/29/2013	3RD QTR MN STATE UNEMPLOYMENT	101.42.4000.421.20700	1,173.60
MN DEPT OF EMLOYMENT & ECONOMIC DEV	10/29/13	10/29/2013	3RD QTR MN STATE UNEMPLOYMENT	101.43.5200.443.20700	(1,529.68)
MN DEPT OF EMLOYMENT & ECONOMIC DEV	10/29/13	10/29/2013	3RD QTR MN STATE UNEMPLOYMENT	101.45.3300.419.20700	1,220.00
MN DEPT OF REVENUE	INV0024286	11/01/2013	STATE WITHHOLDING	101.203.2030300	16,743.30
MN LIFE INSURANCE CO	NOVEMBER 2013	10/24/2013	0027324	101.203.2030900	3,026.27
MN LIFE INSURANCE CO	NOVEMBER 2013	10/24/2013	0027324	101.42.4000.421.20620	9.78
MN NCPERS LIFE INSURANCE	10/29/13	10/30/2013	NOV 2013 PREMIUM	101.203.2031600	288.00
MN SOCIETY OF PROF. ENGINEERS	6442836	11/06/2013	MEMBER DUES	101.43.5100.442.50070	210.00
MN SOCIETY OF PROF. ENGINEERS	6550376	11/06/2013	10/23/13	101.43.5000.441.50070	358.00
MN SOCIETY OF PROF. ENGINEERS	65550515	11/06/2013	MN SPE MEMBER DUES STEVE DODG	101.43.5100.442.50070	210.00
MN STATE FIRE DEPT ASSN	10/25/13	10/30/2013	DUES 2014 DUES	101.42.4200.423.50070	450.00
MOORE MEDICAL LLC	822842021	11/06/2013	21185816	101.42.4200.423.60065	801.25
PEARL VALLEY ORGANIX, INC.	54518	10/30/2013	10/16/13	101.44.6000.451.60030	5,400.35
PEARL VALLEY ORGANIX, INC.	54617	10/30/2013	10/16/13	101.44.6000.451.60030	5,468.78
PERA	INV0024268	11/01/2013	EMPLOYER SHARE (EXTRA PERA)	101.203.2030600	2,425.35
PERA	INV0024269	11/01/2013	EMPLOYER SHARE (PERA COORDINA	101.203.2030600	15,158.33
PERA	INV0024270	11/01/2013	PERA COORDINATED PLAN	101.203.2030600	15,158.33
PERA	INV0024271	11/01/2013	EMPLOYER SHARE (PERA DEFINED P	101.203.2030600	57.69
PERA	INV0024272	11/01/2013	PERA DEFINED PLAN	101.203.2030600	57.69
PERA	INV0024273	11/01/2013	EMPLOYER SHARE (POLICE & FIRE PI	101.203.2030600	17,093.64
PERA	INV0024274	11/01/2013	PERA POLICE & FIRE PLAN	101.203.2030600	11,395.74
PINE BEND PAVING, INC.	144113	11/06/2013	10/23/13	101.43.5200.443.60016	161.11
PRAIL, RYAN V	10/30/13	11/06/2013	BULLET PROOF VEST	101.42.4000.421.60045	422.50
PRESTIGE ELECTRIC, INC.	85876	10/30/2013	CITYOIGH	101.42.4200.423.40040	75.00
SAM'S CLUB	10/23/13 77150904013348	11/06/2013	7715090401334891	101.42.4200.423.50070	315.00
SAM'S CLUB	10/23/13 77150904013348	11/06/2013	7715090401334891	101.42.4200.423.50075	(213.46)
SAM'S CLUB	10/23/13 77150904013348	11/06/2013	7715090401334891	101.42.4200.423.60006	703.00
SAM'S CLUB	10/23/13 77150904013348	11/06/2013	7715090401334891	101.42.4200.423.60065	(101.90)
SAM'S CLUB	10/23/13 77150904013348	11/06/2013	7715090401334891	101.42.4200.423.60065	(5.79)
SAM'S CLUB	10/23/13 77150904013348	11/06/2013	7715090401334891	101.42.4200.423.60065	(46.08)
SCHROEPFER, WILLIAM	11/4/13	11/06/2013	BANK RUNS	101.41.2000.415.50065	44.07
SPECIALTY EQUIPMENT COMPANY	14454	11/06/2013	10984	101.43.5200.443.60016	49.16
SPECIALTY TURF & AG INC	137871	11/06/2013	INV01	101.43.5200.443.60016	956.63
STRAIGHT RIVER MEDIA	1280	10/30/2013	NOV-DEC 2013	101.41.1100.413.50025	900.00
T MOBILE	10/28/13	10/30/2013	494910368	101.43.5100.442.50020	99.98
TAB PRODUCTS CO. LLC	2199570	10/30/2013	2903609	101.42.4000.421.60065	395.02
TOTAL CONSTRUCTION & EQUIP.	58433	10/30/2013	13CI1001	101.44.6000.451.40047	422.27
TRUGREEN	10894909	10/30/2013	6005159489	101.42.4200.423.30700	43.60
TWIN CITIES OCCUPATIONAL HEALTH PC	102123084	10/30/2013	N26-1251001589	101.41.1100.413.30500	165.00
U OF M - CCE REGISTRATION	10/25/13	10/30/2013	ENG DIV	101.43.5100.442.50080	275.00
UNIFIRST CORPORATION	0900179313	10/30/2013	7940	101.43.5200.443.60045	23.77
UNIFIRST CORPORATION	0900179313	10/30/2013	7940	101.44.6000.451.60045	36.12
UNIFIRST CORPORATION	0900180965	11/06/2013	1051948	101.43.5200.443.60045	34.48
UNIFIRST CORPORATION	0900180965	11/06/2013	1051948	101.44.6000.451.60045	25.41
UNIFORMS UNLIMITED	179435	11/06/2013	114866	101.42.4000.421.60045	233.81
UNITED WAY	INV0024284	11/01/2013	UNITED WAY	101.203.2031300	105.00
US BANK	10/30/13	10/30/2013	NOV 1 2013 DCC WIRE PMT	101.42.4000.421.70530	2,381.27
US BANK	10/30/13	10/30/2013	NOV 1 2013 DCC WIRE PMT	101.42.4200.423.70530	264.56
WAGNER'S SOD CO, INC	13-8967	10/30/2013	10/18/13	101.44.6000.451.60065	216.00
WAL-MART BUSINESS	10/22/13 60322025302571	11/06/2013	6032202530257113	101.42.4000.421.60065	23.97
WHAT WORKS INC	IGH MC-002	10/30/2013	MISSION DEVELOPMENT MISSION CC	101.41.1000.413.30700	1,360.00
WHAT WORKS INC	IGH13-04	10/30/2013	PROJECT LEAD/CONSULTANT 2012-2	101.41.1100.413.30700	1,520.00
XCEL ENERGY	387946354 10/21/13	10/30/2013	51-6025596-7	101.43.5400.445.40020	82.91
XCEL ENERGY	387980811 10/21/13	10/30/2013	51-8394358-2	101.43.5400.445.40020	124.64
XCEL ENERGY	388185758 10/22/13	10/30/2013	51-7094669-1	101.43.5400.445.40020	128.73
XCEL ENERGY	38584898	10/25/2013	51-6435129-1	101.43.5400.445.40020	160.59
XCEL ENERGY	386690274	10/30/2013	51-9782436-1	101.43.5400.445.40020	90.37
XCEL ENERGY	386379515	10/30/2013	51-4779167-3	101.44.6000.451.40010	138.99
XCEL ENERGY	386379515	10/30/2013	51-4779167-3	101.44.6000.451.40020	1,430.35
XCEL ENERGY	11/6/13 389346966	11/06/2013	51-9359857-3	101.43.5400.445.40020	116.81
XCEL ENERGY	11/6/13 389645454	11/06/2013	51-5279113-0	101.43.5200.443.40020	259.68
XCEL ENERGY	11/6/13 389645454	11/06/2013	51-5279113-0	101.43.5400.445.40020	11,548.35
XCEL ENERGY	11/6/13 89358743	11/06/2013	51-9782436-1	101.43.5400.445.40020	15.72
Fund: 101 - GENERAL FUND					**274,225.48**
BENGTSON, NICOLE	10/31/13	11/06/2013	10/31/13	201.44.1600.465.50065	187.94
BENGTSON, NICOLE	10/31/13	11/06/2013	10/31/13	201.44.1600.465.50075	37.44
LONE OAK COMPANIES	60732	11/06/2013	GUIDES 10/8	201.44.1600.465.50035	224.11
RIVER HEIGHTS CHAMBER OF COMMERCE	3664	10/30/2013	ADMIN SVC OCT, RENT, LEASE, EQUI	201.44.1600.465.30700	1,666.65
RIVER HEIGHTS CHAMBER OF COMMERCE	3664	10/30/2013	ADMIN SVC OCT, RENT, LEASE, EQUI	201.44.1600.465.40065	200.00
XCEL ENERGY CENTER	SPAC0001006	10/30/2013	OCT NOV DEC ONLINE ADVERTISING	201.44.1600.465.50025	150.00
Fund: 201 - C.V.B. FUND					**2,466.14**

DAIRY QUEEN	10/28/13	11/06/2013	10/28/13	204.44.6100.452.60009	106.87
MAYER ARTS INC	10/21/13	10/30/2013	10/21/13	204.44.6100.452.30700	345.00
OLD WORLD PIZZA	10/28/13	11/06/2013	10/28/13	204.44.6100.452.60009	219.38
OLD WORLD PIZZA	10/28/13	11/06/2013	10/28/13	204.44.6100.452.60009	86.81
ORIENTAL TRADING COMPANY, INC.	659910641-01	11/06/2013	20867186	204.44.6100.452.60009	133.60
SAM'S CLUB	10/23/13 771509006570251	11/06/2013	20444610045260009	204.44.6100.452.60009	85.72
SAM'S CLUB	10/23/13 771509006570251	11/06/2013	20444610045260009	204.44.6100.452.60009	9.62
SAM'S CLUB	10/23/13 771509006570251	11/06/2013	20444610045260009	204.44.6100.452.60009	26.83
SAM'S CLUB	10/23/13 771509006570251	11/06/2013	20444610045260009	204.44.6100.452.60009	8.06
TARGET BANK	10/18/13 00028954117	11/06/2013	00028954117	204.44.6100.452.60009	17.30
Fund: 204 - RECREATION FUND					**1,039.19**
2ND WIND EXERCISE, INC.	02202401	11/06/2013	THE GROVE	205.44.6200.453.80800	39,751.54
ACE PAINT & HARDWARE	517694/5 A	10/30/2013	501126	205.44.6200.453.60016	19.21
ACE PAINT & HARDWARE	517694/5 A	10/30/2013	501126	205.44.6200.453.60016	19.22
ACE PAINT & HARDWARE	517748/5	10/30/2013	501126	205.44.6200.453.60012	0.51
ACE PAINT & HARDWARE	517750/5	11/06/2013	501126	205.44.6200.453.60065	17.06
ACE PAINT & HARDWARE	517846/5	11/06/2013	501126	205.44.6200.453.60016	1.39
APEC	118946	11/06/2013	JOE	205.44.6200.453.60016	80.16
BECKER ARENA PRODUCTS, INC.	42-136A	11/06/2013	INV000	205.44.6200.453.80200	21,176.79
BECKER ARENA PRODUCTS, INC.	00096072	11/06/2013	INV000	205.44.6200.453.40040	162.59
COMCAST	10/12/13	10/30/2013	8772105910127188	205.44.6200.453.50070	153.15
CRAWFORD DOOR SALES COMPANY	12058	11/06/2013	4840	205.44.6200.453.40040	322.50
DIANTHA OR DOUG CAVIN	10/16/13	10/30/2013	10/16/13	205.44.0000.3490100	180.00
GRAINGER	9273530510	10/30/2013	806460150	205.44.6200.453.60040	11.91
GRAINGER	9273530510	10/30/2013	806460150	205.44.6200.453.60040	11.90
GRAINGER	9277545464	11/06/2013	806460150	205.44.6200.453.40040	230.12
GRAINGER	9280136715	11/06/2013	806460150	205.44.6200.453.60016	40.89
GRAINGER	9280136715	11/06/2013	806460150	205.44.6200.453.60016	40.90
HERNANDEZ LINDA	10/29/13	11/06/2013	10/29/13	205.207.2070300	9.90
HERNANDEZ LINDA	10/29/13	11/06/2013	10/29/13	205.44.0000.3492900	138.85
HILLYARD INC	600868285	11/06/2013	274069	205.44.6200.453.60011	24.68
HILLYARD INC	600868285	11/06/2013	274069	205.44.6200.453.60011	24.68
HOME DEPOT CREDIT SERVICES	5580775	10/30/2013	6035322017128343	205.44.6200.453.60016	10.65
HOME DEPOT CREDIT SERVICES	5580775	10/30/2013	6035322017128343	205.44.6200.453.60016	21.38
HUEBSCH SERVICES	3156738	10/30/2013	92965	205.44.6200.453.40040	59.12
HUEBSCH SERVICES	3156738	10/30/2013	92965	205.44.6200.453.40040	213.90
MELISSA FREEMAN	10/22/13	10/30/2013	10/22/13	205.44.0000.3493501	59.00
MENARDS - WEST ST. PAUL	37836	10/30/2013	30170270	205.44.6200.453.60016	13.90
MENARDS - WEST ST. PAUL	37852	10/30/2013	30170270	205.44.6200.453.60016	9.63
MENARDS - WEST ST. PAUL	CM0000523	10/30/2013	30170270	205.44.6200.453.60016	(4.27)
MENARDS - WEST ST. PAUL	38016	11/06/2013	30170270	205.44.6200.453.60016	38.52
MENARDS - WEST ST. PAUL	37451	10/30/2013	30170270	205.44.6200.453.60016	28.62
MENARDS - WEST ST. PAUL	37451	10/30/2013	30170270	205.44.6200.453.60016	7.92
MN DEPT OF EMLOYMENT & ECONOMIC DEV	10/29/13	10/29/2013	3RD QTR MN STATE UNEMPLOYMENT	205.44.6200.453.20700	691.79
NAC MECHANICAL & ELECTRICAL SERVICE	95604	10/30/2013	8055 BARBARA AVE	205.44.6200.453.40040	1,179.02
PETTY CASH - TERI O'CONNOR	11/1/13	11/06/2013	HOCKEY SEASON	205.100.1010400	1,500.00
SAM'S CLUB	10/23/13 771509006570251	11/06/2013	7715090085702540	205.44.6200.453.60065	74.24
SAM'S CLUB	10/23/13 771509006570251	11/06/2013	7715090085702540	205.44.6200.453.60065	11.96
SAM'S CLUB	10/23/13 771509006160691	11/06/2013	7715090061606950	205.44.6200.453.60011	17.59
SAM'S CLUB	10/23/13 771509006160691	11/06/2013	7715090061606950	205.44.6200.453.60011	17.59
SAM'S CLUB	10/23/13 771509006160691	11/06/2013	7715090061606950	205.44.6200.453.60040	101.42
SAM'S CLUB	10/23/13 771509006160691	11/06/2013	7715090061606950	205.44.6200.453.60045	8.46
SAM'S CLUB	10/23/13 771509006160691	11/06/2013	7715090061606950	205.44.6200.453.60045	51.78
SAM'S CLUB	10/23/13 771509006160691	11/06/2013	7715090061606950	205.44.6200.453.60065	6.98
SAM'S CLUB	10/23/13 771509006160691	11/06/2013	7715090061606950	205.44.6200.453.60065	10.39
SAM'S CLUB	10/23/13 771509006160691	11/06/2013	7715090061606950	205.44.6200.453.60065	6.98
SAM'S CLUB	10/23/13 771509006160691	11/06/2013	7715090061606950	205.44.6200.453.60065	20.60
SAM'S CLUB	10/23/13 771509006160691	11/06/2013	7715090061606950	205.44.6200.453.76050	20.98
SAM'S CLUB	10/23/13 771509006160691	11/06/2013	7715090061606950	205.44.6200.453.76100	27.12
SPRUNG SERVICES	63281	10/30/2013	10/11/23	205.44.6200.453.40040	630.50
STOHR MICHELLE	10/25/13	11/06/2013	10/25/13	205.44.0000.3490100	357.00
TAHO SPORTSWEAR	13TF2074	11/06/2013	10/29/13	205.44.6200.453.60045	323.20
TAHO SPORTSWEAR	13TF2074	11/06/2013	10/29/13	205.44.6200.453.60045	323.20
W W GOETSCH ASSOC INC	91418	10/30/2013	10/9/13	205.44.6200.453.40040	1,898.44
XCEL ENERGY	38584898	10/25/2013	51-6435129-1	205.44.6200.453.40010	1,552.77
XCEL ENERGY	38584898	10/25/2013	51-6435129-1	205.44.6200.453.40010	4,454.47
XCEL ENERGY	38584898	10/25/2013	51-6435129-1	205.44.6200.453.40020	9,805.57
XCEL ENERGY	38584898	10/25/2013	51-6435129-1	205.44.6200.453.40020	20,445.85
Fund: 205 - COMMUNITY CENTER					**106,414.22**
EHLERS AND ASSOCIATES, INC.	64356	11/06/2013	ARBITRAGE MONITORING SVC	355.57.9000.570.30150	1,585.00
Fund: 355 - G.O. IMPR BONDS 2010B					**1,585.00**
EHLERS AND ASSOCIATES, INC.	64355	11/06/2013	INTERIM ARBITRAGE REPORT	356.57.9000.570.30150	1,348.00
Fund: 356 - G.O.PIR REFUNDING 2010C					**1,348.00**
EHLERS AND ASSOCIATES, INC.	64355	11/06/2013	INTERIM ARBITRAGE REPORT	357.57.9000.570.30150	652.00
Fund: 357 - G.O. WMTD REF BONDS 2010C					**652.00**

CB&I, INC.	PAY VOUCHER NO 7	11/06/2013	CITY PROJECT NO. 2006-08	426.72.5900.726.80300	280,041.00
SHORT ELLIOTT HENDRICKSON, INC.	273721	10/30/2013	4340	426.72.5900.726.30300	19,105.73
Fund: 426 - 2006 IMPROVEMENT FUND					**299,146.73**
MN DOT	10/7/13	10/25/2013	PROJECT #0714 MCGROARTY PARK/M	427.130.1310000	2,500.00
Fund: 427 - 2007 IMPROVEMENT FUND					**2,500.00**
AMERICAN ENGINEERING TESTING, INC.	60130	10/30/2013	INV001	428.72.5900.728.30340	1,575.00
Fund: 428 - 2008 IMPROVEMENT FUND					**1,575.00**
STANTEC CONSULTING SERVICES INC.	733751	10/30/2013	92607	429.72.5900.729.30300	687.50
Fund: 429 - 2009 IMPROVEMENT FUND					**687.50**
BARR ENGINEERING COMPANY	23190328.14-18	11/06/2013	PROJECT REVIEWS	431.73.5900.731.30300	2,223.97
METZEN APPRAISALS	9/19/13	11/06/2013	CITY PROJECT 2011/08	431.73.5900.731.30700	1,200.00
Fund: 431 - 2011 IMPROVEMENT FUND					**3,423.97**
LILLIE SUBURBAN NEWSPAPERS	7/31/13	10/30/2013	001363	432.73.5900.732.50025	78.60
SHORT ELLIOTT HENDRICKSON, INC.	273833	10/30/2013	4340	432.73.5900.732.30300	28.13
SUNRAM CONSTRUCTION INC	PAY VOUCHER NO 1	11/06/2013	CITY PROJECT NO 2012-07	432.73.5900.732.80300	47,697.79
Fund: 432 - 2012 IMPROVEMENT FUND					**47,804.52**
DAKOTA CTY SOIL & WATER	2431	10/30/2013	JUL-SEP	433.73.5900.733.30700	1,365.00
Fund: 433 - 2013 IMPROVEMENT FUND					**1,365.00**
AMERICAN ENGINEERING TESTING, INC.	60129	10/30/2013	INV001	440.74.5900.740.30340	1,699.75
BRAUN INTERTEC CORPORATION	375999	10/30/2013	BL-13-06032	440.74.5900.740.30340	1,013.75
BRAUN INTERTEC CORPORATION	602309	10/30/2013	SP-13-02016	440.74.5900.740.30340	21,363.20
BRAUN INTERTEC CORPORATION	602603	10/30/2013	SO-13-02016	440.74.5900.740.30340	7,834.25
DAKOTA CTY SOIL & WATER	2432	10/30/2013	JUL-SEP	440.74.5900.740.30700	350.00
KIMLEY-HORN & ASSOCIATES, INC.	5335335	10/30/2013	16509020.3	440.74.5900.740.30300	19,814.02
LILLIE SUBURBAN NEWSPAPERS	7/31/13	10/30/2013	001363	440.74.5900.740.50025	81.88
LILLIE SUBURBAN NEWSPAPERS	7/31/13	10/30/2013	001363	440.74.5900.740.50025	147.78
LILLIE SUBURBAN NEWSPAPERS	9/30/13	09/30/2013	001363	440.74.5900.740.50025	176.85
SOUTH CEDAR GREENHOUSES	64361	10/30/2013	10/3/13	440.74.5900.740.60065	391.16
STATE OF MN - DEPT. OF TRANS.	P00002256	10/30/2013	0000001298	440.74.5900.740.30700	75.65
Fund: 440 - PAVEMENT MANAGEMENT PROJ					**52,948.29**
EMMONS & OLIVIER RESOURCES	00095---0027-28	10/30/2013	00095-0027	446.74.5900.746.30300	6,819.43
M & J SERVICES, LLC	FINAL PAY VOUCHER NO	11/06/2013	CITY PROJECT NO 2013-03 REGIONAL	446.74.5900.746.80300	51,328.09
Fund: 446 - NW AREA					**58,147.52**
BITUMINOUS ROADWAYS, INC.	21636	11/06/2013	35280	451.75.5900.751.80300	99,978.78
Fund: 451 - HOST COMMUNITY FUND					**99,978.78**
JR'S APPLIANCE DISPOSAL	82380	10/30/2013	10/17/13	454.43.5500.446.40025	82.50
Fund: 454 - LANDFILL ABATEMENT					**82.50**
ACE PAINT & HARDWARE	517700/5	10/30/2013	501126	501.50.7100.512.60016	12.81
ACE PAINT & HARDWARE	517792/5	11/06/2013	501126	501.50.7100.512.60016	32.05
CITY OF BLOOMINGTON	10/31/13	11/06/2013	10/31/13	501.50.7100.512.30700	420.00
DALCO CORPORATION	2667052	10/30/2013	1/00001020261	501.50.7100.512.60011	255.98
GERTEN'S LANDSCAPING	9608	11/06/2013	UTILITIES	501.50.7100.512.60016	40.86
GOPHER STATE ONE-CALL	77398	11/06/2013	AUGUST 2013	501.50.7100.512.30700	801.85
HARDLINE CONCRETE & MASONRY	321	11/06/2013	10/16/13	501.50.7100.512.40043	3,675.00
HAWKINS, INC.	3525804	10/30/2013	123649	501.50.7100.512.60019	569.00
HOME DEPOT CREDIT SERVICES	6035322502691268 10/13/	10/30/2013	6035322502691268	501.50.7100.512.60016	138.76
MADISON NATIONAL LIFE INSURANCE COMPAN	10/29/13	10/30/2013	NOV 2013 GROUP #012439	501.50.7100.512.20630	(11.54)
MN LIFE INSURANCE CO	NOVEMBER 2013	10/24/2013	0027324	501.50.7100.512.20620	(4.27)
PIEKARSKI-KRECH, ROSEMARY	10/28/13	10/30/2013	#1305 HYDRANT PERMIT REFUND	501.207.2070300	(10.76)
PIEKARSKI-KRECH, ROSEMARY	10/28/13	10/30/2013	#1305 HYDRANT PERMIT REFUND	501.50.0000.3813000	(150.96)
PINE BEND PAVING, INC.	4466	11/06/2013	NO SIDE WATER TOWER ACCESS IMP	501.50.7100.512.40040	25,547.00
ROBERT THOMAS HOMES	11/5/13	11/06/2013	1309 HYDRANT PERMIT REFUND	501.207.2070300	(58.87)
ROBERT THOMAS HOMES	11/5/13	11/06/2013	1309 HYDRANT PERMIT REFUND	501.50.0000.3813000	(826.24)
ST LOUIS PARK, CITY OF	23766	11/06/2013	133952	501.50.7100.512.50080	92.00
TKDA	002013003196	11/06/2013	0014026.007	501.50.7100.512.30700	1,445.07
Fund: 501 - WATER UTILITY FUND					**31,967.74**
MADISON NATIONAL LIFE INSURANCE COMPAN	10/29/13	10/30/2013	NOV 2013 GROUP #012439	502.51.7200.514.20630	(4.95)
METROPOLITAN COUNCIL	0001027094	11/06/2013	5084	502.51.7200.514.40015	128,384.95
MN LIFE INSURANCE CO	NOVEMBER 2013	10/24/2013	0027324	502.51.7200.514.20620	(1.83)
Fund: 502 - SEWER UTILITY FUND					**128,378.17**
ARAMARK UNIFORM SERVICES	629-7855837	11/06/2013	792502342	503.52.8600.527.60045	31.77
ARAMARK UNIFORM SERVICES	629-7860491	11/06/2013	792502342	503.52.8600.527.60045	31.77
COVERALL OF THE TWIN CITIES INC	7070195262	11/06/2013	707-2469	503.52.8500.526.40040	1,124.81
DAKOTA ELECTRIC ASSN	10/24/13 201360-5 A	11/06/2013	10/24/13 GOLF	503.52.8600.527.40020	196.20
DEX MEDIA EAST	10/20/13	11/06/2013	110360619	503.52.8500.526.50025	48.93
GRANDMA'S BAKERY	395220	11/06/2013	24400	503.52.8300.524.76050	22.54
LAKE ELMO SOD FARM, LLC	16182	10/30/2013	7/16/13	503.52.8600.527.60020	125.60
LAKE ELMO SOD FARM, LLC	16200	10/30/2013	7/17/13	503.52.8600.527.60020	56.24
METRO SALES	00775A	11/06/2013	01X544	503.52.8500.526.60010	74.90
TRACTOR SUPPLY CREDIT PLAN	10/24/13	11/06/2013	10/24/13	503.52.8600.527.40042	27.38

XCEL ENERGY	388464564	10/30/2013	51-5877512-1	503.52.8600.527.40020	2,070.30
XCEL ENERGY	388816622	10/30/2013	51-5754364-1	503.52.8500.526.40010	38.70
XCEL ENERGY	388816622	10/30/2013	51-5754364-1	503.52.8500.526.40020	869.39
XCEL ENERGY	388816622	10/30/2013	51-5754364-1	503.52.8500.526.40020	293.41
XCEL ENERGY	388816622	10/30/2013	51-5754364-1	503.52.8500.526.40020	119.31
XCEL ENERGY	388816622	10/30/2013	51-5754364-1	503.52.8600.527.40010	68.06
XCEL ENERGY	11/6/13 388977006	11/06/2013	51-5877511-0	503.52.8600.527.40020	5.30
YOCUM OIL COMPANY, INC.	10/30/13	11/06/2013	506975	503.52.8400.525.60021	1,231.19
Fund: 503 - INVER WOOD GOLF COURSE					**6,435.80**
KENNEDY & GRAVEN	NV125-00045	11/06/2013	115047	602.00.2100.415.30420	941.70
Fund: 602 - RISK MANAGEMENT					**941.70**
ACE PAINT & HARDWARE	517773/5	11/06/2013	501126	603.00.5300.444.40041	30.19
ACE PAINT & HARDWARE	517680/5 A	10/29/2013	501126	603.00.5300.444.60012	22.43
BOYER TRUCKS	116283SAV	11/06/2013	C20390	603.00.5300.444.40041	57.36
BOYER TRUCKS - PARTS DISTRIBUTION	794406	11/06/2013	C20390	603.00.5300.444.40041	138.77
CARQUEST OF MSP-ROSEMOUNT	1596-203443	10/30/2013	614420	603.00.5300.444.60012	120.48
CARQUEST OF MSP-ROSEMOUNT	1596-203472	10/30/2013	614420	603.00.5300.444.40041	123.60
CARQUEST OF MSP-ROSEMOUNT	1596-203481	10/30/2013	614420	603.00.5300.444.40041	(27.70)
CARQUEST OF MSP-ROSEMOUNT	1596-203518	10/30/2013	614420	603.00.5300.444.40041	55.01
CARQUEST OF MSP-ROSEMOUNT	1596-203642	11/06/2013	614420	603.00.5300.444.40041	16.03
CARQUEST OF MSP-ROSEMOUNT	1596-203643	11/06/2013	614420	603.00.5300.444.40041	2.96
CARQUEST OF MSP-ROSEMOUNT	1596-203711	11/06/2013	614420	603.00.5300.444.40041	35.89
CARQUEST OF MSP-ROSEMOUNT	1596-203746	11/06/2013	614420	603.00.5300.444.40041	20.66
CARQUEST OF MSP-ROSEMOUNT	1596-203787	10/23/2013	614420	603.00.5300.444.40041	92.97
CARQUEST OF MSP-ROSEMOUNT	1596-203819	11/06/2013	614420	603.140.1450050	39.84
CARQUEST OF MSP-ROSEMOUNT	1596-203839	11/06/2013	614420	603.140.1450050	65.13
CARQUEST OF MSP-ROSEMOUNT	1596-203847	11/06/2013	614420	603.00.5300.444.60012	42.62
CARQUEST OF MSP-ROSEMOUNT	1596-203851	11/06/2013	614420	603.00.5300.444.40041	36.67
CARQUEST OF MSP-ROSEMOUNT	1596-203878	11/06/2013	614420	603.00.5300.444.40041	(36.67)
CARQUEST OF MSP-ROSEMOUNT	1596-203949	11/06/2013	614420	603.00.5300.444.40041	180.61
CARQUEST OF MSP-ROSEMOUNT	1596-203949	11/06/2013	614420	603.00.5300.444.60012	115.16
CARQUEST OF MSP-ROSEMOUNT	1596-203949	11/06/2013	614420	603.140.1450050	17.04
CARQUEST OF MSP-ROSEMOUNT	1596-204025	11/06/2013	614420	603.140.1450050	224.44
CARQUEST OF MSP-ROSEMOUNT	1596-204100	11/06/2013	614420	603.00.5300.444.60040	22.73
CARQUEST OF MSP-ROSEMOUNT	1596-204109	11/06/2013	614420	603.140.1450050	11.88
CARQUEST OF MSP-ROSEMOUNT	1596-204129	11/06/2013	614420	603.00.5300.444.60012	14.75
CARQUEST OF MSP-ROSEMOUNT	1596-204134	11/06/2013	614420	603.00.5300.444.60012	44.76
CARQUEST OF MSP-ROSEMOUNT	1596-204183	11/06/2013	614420	603.00.5300.444.60012	10.47
CARQUEST OF MSP-ROSEMOUNT	1596-203994	11/06/2013	614420	603.00.5300.444.40041	(35.89)
CFA SOFTWARE INC	12243	10/30/2013	9845	603.00.5300.444.40042	1,595.00
EMERGENCY APPARATUS MAINTENANCE	10/22/13	11/06/2013	70725	603.00.5300.444.40041	1,308.80
FERRELLGAS	11/1/13	11/06/2013	7754787	603.00.5300.444.40041	97.45
FERRELLGAS	1078103276CR	09/18/2013	7754787	603.00.5300.444.40041	(326.80)
FLEETPRIDE	54501987	11/06/2013	501278	603.00.5300.444.40041	494.74
FORCE AMERICA, INC.	01414809	11/06/2013	366100	603.140.1450050	464.91
GRAINGER	9282769000	11/06/2013	806460150	603.00.5300.444.60012	133.89
H&L MESABI	88678	11/06/2013	10/30/13	603.00.5300.444.40041	42.75
H&L MESABI	88678	11/06/2013	10/30/13	603.140.1450050	656.21
HOME DEPOT	10/13/13	10/30/2013	6035322502554813	603.00.5300.444.40041	22.55
KIMBALL MIDWEST	3236063	11/06/2013	222006	603.00.5300.444.60040	118.73
LITTLE FALLS MACHINE INC	00052003	11/06/2013	047427	603.00.5300.444.40041	2,040.81
METRO JANITORIAL SUPPLY INC	11012530	10/30/2013	10/18/13	603.00.5300.444.60011	241.03
MN REVENUE	10/8/13	10/08/2013	FUEL DEALER LICENSE	603.00.5300.444.60021	25.00
MTI DISTRIBUTING CO	CM0000529	10/30/2013	91180	603.00.5300.444.40041	(291.42)
MTI DISTRIBUTING CO	932354-00	10/30/2013	91180	603.00.5300.444.40041	252.47
MTI DISTRIBUTING CO	936165-00	11/06/2013	91180	603.00.5300.444.40041	92.04
MTI DISTRIBUTING CO	932929-00	10/30/2013	91180	603.00.5300.444.40041	354.21
MTI DISTRIBUTING CO	CM0000528	10/30/2013	91180	603.00.5300.444.40041	(235.03)
PAUL'S AUTO & TIRE, INC.	61525	10/30/2013	10/17/13	603.00.5300.444.40041	1,520.77
RED POWER DIESEL SERVICE, INC.	B9308	10/30/2013	19426	603.00.5300.444.40041	509.02
RED POWER DIESEL SERVICE, INC.	B9419	11/06/2013	10/31/13	603.00.5300.444.40041	455.24
REED'S SALES & SERVICE	128895	11/06/2013	INC1191	603.00.5300.444.40041	113.43
TOWMASTER TRAILERS INC	352852	11/06/2013	2946	603.00.5300.444.80400	91,499.96
TOWMASTER TRAILERS INC	352859	11/06/2013	2946	603.00.5300.444.40041	563.50
TOXALERT INTERNATIONAL INC	16458	11/06/2013	YEARLY SVC CONTRACT GAS DETEC	603.00.5300.444.40040	221.00
TRUCK UTILITIES, INC.	0260165	11/06/2013	0866802	603.00.5300.444.80700	22,161.60
UNIFIRST CORPORATION	0900179313	10/30/2013	7940	603.00.5300.444.40065	73.25
UNIFIRST CORPORATION	0900179313	10/30/2013	7940	603.00.5300.444.60045	43.84
UNIFIRST CORPORATION	0900180965	11/06/2013	1051948	603.00.5300.444.40065	73.25
UNIFIRST CORPORATION	0900180965	11/06/2013	1051948	603.00.5300.444.60045	43.84
UNITED FARMS COOP	77298	10/30/2013	30035	603.00.5300.444.40041	108.32
XCEL ENERGY	11/6/13 389645454	11/06/2013	51-5279113-0	603.00.5300.444.40010	143.28
XCEL ENERGY	11/6/13 389645454	11/06/2013	51-5279113-0	603.00.5300.444.40020	1,721.81
Fund: 603 - CENTRAL EQUIPMENT					**127,781.64**

COORDINATED BUSINESS SYSTEMS	CNIN130988	10/30/2013	4502512	604.00.2200.416.40050	396.78
COORDINATED BUSINESS SYSTEMS	CNIN131032	10/30/2013	4502512	604.00.2200.416.40050	132.26
COORDINATED BUSINESS SYSTEMS	ARIN074630	10/30/2013	4502512	604.00.2200.416.60010	55.58
OFFICEMAX INC	830435	10/30/2013	687054	604.00.2200.416.60005	157.05
OFFICEMAX INC	735097	10/30/2013	687054	604.00.2200.416.60005	(27.64)
OFFICEMAX INC	795586	10/30/2013	795586	604.00.2200.416.60010	(10.60)
Fund: 604 - CENTRAL STORES					**703.43**
ELECTRIC FIRE & SECURITY	87177	10/30/2013	13409	605.00.7500.460.40040	528.00
HENRICKSEN PSG	528482	10/30/2013	EMAIL REQ	605.00.7500.460.40042	60.00
HILLYARD INC	600898719	10/30/2013	274069	605.00.7500.460.60011	423.96
HOME DEPOT CREDIT SERVICES	6035322502061959 10/13/	10/30/2013	6035322502061959	605.00.7500.460.60011	59.36
LONE OAK COMPANIES	60853	11/06/2013	OCT UTILITY BILLING	605.00.7500.460.50035	354.51
LONE OAK COMPANIES	58945	10/30/2013	UTILITY BILLING 4/13	605.00.7500.460.50035	530.02
XCEL ENERGY	11/6/13 389645454	11/06/2013	51-5279113-0	605.00.7500.460.40020	8,039.69
Fund: 605 - CITY FACILITIES					**9,995.54**
DELL MARKETING	XJ7MW3KN4	10/30/2013	19368783	606.00.1400.413.40049	159.34
DELL MARKETING	XJ7NK5T33	10/30/2013	19368783	606.00.1400.413.40049	49.26
EASTON, DIANE	10/25/13	10/30/2013	TECHNOLOGY	606.00.1400.413.50065	28.14
GOLDCOM, INC.	153124	10/30/2013	100113	606.00.1400.413.40049	300.43
IDEAL SYSTEM SOLUTIONS, INC.	36847	10/30/2013	CITYIGH-JAW	606.00.1400.413.30700	12,849.00
INTEGRA TELECOM	11380875	10/30/2013	645862	606.00.1400.413.50020	864.56
INTEGRA TELECOM	11411001	10/30/2013	887115	606.00.1400.413.50020	1,066.06
MYLAN, PATRICK	10/28/13	10/30/2013	TECHNOLOGY	606.00.1400.413.50080	708.90
TDS METROCOM	10/13/13	10/30/2013	6514511944	606.00.1400.413.50020	4.37
TUMBERG, DENNIS	10/25/13	10/30/2013	TECHNOLOGY	606.00.1400.413.50065	16.00
US INTERNET	1024687	10/30/2013	9/30/13	606.00.1400.413.30700	440.00
WORKS COMPUTING, INC.	20629	09/30/2013	INVER	606.00.1400.413.30700	1,150.00
Fund: 606 - TECHNOLOGY FUND					**17,636.06**
ARAMARK REFRESHMENT SERVICES	84005	10/30/2013	8/13/13	702.229.2286500	99.44
BARR ENGINEERING COMPANY	23190328.14.-19	10/30/2013	PROJECT REIVEWS	702.229.2298401	1,605.50
BUDGET SIGN AND GRAPHICS	56830	10/30/2013	10/16/13	702.229.2307200	18.70
DEREK BONGARD	10/25/13	10/30/2013	ESCROW RELEASE 10130 ADAM AVE	702.229.2290501	277.88
EMMONS & OLIVIER RESOURCES	00095-0037-7	10/30/2013	00095-0037	702.229.2298301	4,488.83
FEDEX	2-412-54730	10/30/2013	1101-2523-2	702.229.2298401	41.77
HENNEPIN COUNTY DISTRICT COURT	13424256	10/30/2013	KELTING 3619	702.229.2291000	50.00
HENNEPIN COUNTY DISTRICT COURT	13425237	11/06/2013	ELIJAH DAVID RUBEN	702.229.2291000	50.00
HENNEPIN COUNTY DISTRICT COURT	13426904	11/06/2013	KARONIE DARON STREETER	702.229.2291000	50.00
JAMES & JEANNE LINETT	10/24/13 A	10/30/2013	ENG ESCROW REDUCTION 10704 AKI	702.229.2299501	9,000.00
JAMES & JEANNE LINETT	10/24/13	10/30/2013	ENG ESCROW RELEASE 10704 AKRO	702.229.2290601	362.26
LILLIE SUBURBAN NEWSPAPERS	7/31/13	10/30/2013	001363	702.229.2297001	26.20
LILLIE SUBURBAN NEWSPAPERS	7/31/13	10/30/2013	001363	702.229.2297001	51.40
LILLIE SUBURBAN NEWSPAPERS	7/31/13	10/30/2013	001363	702.229.2297301	26.20
LILLIE SUBURBAN NEWSPAPERS	7/31/13	10/30/2013	001363	702.229.2297601	26.20
LILLIE SUBURBAN NEWSPAPERS	7/31/13	10/30/2013	001363	702.229.2297601	32.75
LILLIE SUBURBAN NEWSPAPERS	9/30/13	09/30/2013	001363	702.229.2295101	26.20
LILLIE SUBURBAN NEWSPAPERS	9/30/13	09/30/2013	001363	702.229.2295101	36.03
LILLIE SUBURBAN NEWSPAPERS	9/30/13	09/30/2013	001363	702.229.2295101	22.93
LILLIE SUBURBAN NEWSPAPERS	9/30/13	09/30/2013	001363	702.229.2296501	22.93
LILLIE SUBURBAN NEWSPAPERS	9/30/13	09/30/2013	001363	702.229.2296501	26.20
LILLIE SUBURBAN NEWSPAPERS	9/30/13	09/30/2013	001363	702.229.2296501	26.20
LILLIE SUBURBAN NEWSPAPERS	9/30/13	09/30/2013	001363	702.229.2297101	22.93
MIHM BRIAN	10/24/13	10/30/2013	ENG ESCROW REDUCTION 9270 ARN	702.229.2299301	9,000.00
PIEKARSKI-KRECH, ROSEMARY	10/28/13	10/30/2013	#1305 HYDRANT PERMIT REFUND	702.229.2294300	1,000.00
ROBERT THOMAS HOMES	11/5/13	11/06/2013	1309 HYDRANT PERMIT REFUND	702.229.2294300	1,000.00
WASHINGTON COUNTY COURT ADMIN	113033847	11/06/2013	JACOB MICHAEL BUCHOLL	702.229.2291000	150.00
Fund: 702 - ESCROW FUND					**27,540.55**
Grand Total					**1,306,770.47**

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

DAN VUJOVICH - Case No. 13-48C

Meeting Date:	November 12, 2013		**Fiscal/FTE Impact:**
Item Type:	Consent Agenda	X	None
Contact:	Allan Hunting		Amount included in current budget
Prepared by:	Allan Hunting, City Planner		Budget amendment requested
Reviewed by:	Planning		FTE included in current complement
	Engineering		Other

PURPOSE/ACTION REQUESTED

Consider a **Resolution** approving the Storm Water Facilities Maintenance Agreement for the storm water features to be constructed as part of a conditional use permit for property located at 9209 Chapman Court

- Requires 3/5th's vote

SUMMARY

The City Council approved a conditional use permit for additional impervious surface to allow a porch addition on the property noted above. One of the conditions of approval is that the owner enters into a storm water maintenance agreement with the city to address the construction and long term maintenance of the storm water feature that is required to be constructed as part of the porch addition project.

The standard agreement covers the maintenance responsibilities of the homeowner for the rain garden feature in this case and identifies the escrows required for staff time to review the plans and review the installation of the feature.

RECOMMENDATION: Planning and Engineering Staff recommend approval of the Storm Water Facilities Maintenance Agreement as presented.

Attachments: Resolution approving Storm Water Facilities Maintenance Agreement
Storm Water Facilities Maintenance Agreement

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR LOT 13, BLOCK 1, HIDDEN FOREST, DAKOTA COUNTY, MINNESOTA

Dan Vojuvich
Case No. 13-48C

WHEREAS, the City Council approved a conditional use permit to allow up to 4,825 square feet of impervious coverage on the property described above on October 14, 2013;

WHEREAS, Condition No. 1 of the conditional use permit required a storm water facilities maintenance agreement be entered into between the landowner and City;

WHEREAS, an agreement has been drafted addressing the construction and maintenance of the storm water features and addressing the conditions of approval for the conditional use permit;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the storm water maintenance agreement for the storm water feature to be constructed as part of the conditional use permit to exceed the impervious coverage maximum is hereby approved.

BE IT FURTHER RESOLVED that the Deputy Clerk is hereby authorized and directed to record a certified copy of this Resolution at the Dakota County Recorder's Office.

Adopted by the City Council of Inver Grove Heights this 12th day of November, 2013.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR LOT 13, BLOCK 1, HIDDEN FOREST DAKOTA COUNTY, MINNESOTA

THIS STORM WATER FACILITIES MAINTENANCE AGREEMENT FOR LOT 13, BLOCK 1, HIDDEN FOREST (Agreement) is made, entered into and effective this 12th day of November, 2013, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (hereafter referred to as City) and Daniel S. Vujovich and Kathleen C. Vujovich, husband and wife (hereafter referred to as Landowner and Responsible Owner). Subject to the terms and conditions hereafter stated and based on the representations, warranties, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **Terms.** The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

1.2 **City.** "City" means the City of Inver Grove Heights, a Minnesota municipal corporation.

1.3 **Landowner.** "Landowner" means Daniel J. Vujovich and Kathleen C. Vujovich, husband and wife, and their successors and assigns.

1.4 **Storm Water Facilities.** "Storm Water Facilities" means each and all of the following, individually and collectively, to the extent located within the Landowner Property:

> Any existing or future stormwater ponds, stormwater basins, stormwater biofiltration facility features, raingardens, stormwater pipes, conduits, culverts, ditches, flumes, catch basins, stormwater quality structures or stormwater collection ponds and appurtenances lying within the Landowner Property.

1.5 **Storm Water Facility Plan.** "Storm Water Facility Plan" means the City of Inver Grove Heights Residential Rain Garden for CUP Exceeding Impervious Space Requirements attached to this Agreement as **Exhibit D**.

1.6 **Landowner Property.** "Landowner Property" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described on **Exhibit A**.

1.7 **Responsible Owner.** "Responsible Owner" means, jointly and severally, all of the following:

> The fee title owner of the property legally described on Exhibit A attached hereto, and the successors and assigns of such fee title owner.

1.8 **NWA Stormwater Manual**. "NWA Stormwater Manual" means the Inver Grove Heights Northwest Area Storm Water Manual prepared by Emmons & Olivier Resources dated July 2006, and as adopted by the City of Inver Grove Heights and codified in Section 10-13J-5 (H) of the Inver Grove Heights City Code, as amended from time to time by amendment of general applicability.

ARTICLE 2
RECITALS

Recital No. 1. Landowner owns the Landowner Property.

Recital No. 2. Landowner has requested that the City approve a conditional use permit to exceed the allowed maximum impervious coverage standard.

Recital No. 3. The City is willing to approve the conditional use permit if, among other things, Landowner executes this Storm Water Facilities Maintenance Agreement.

Recital No. 4. By this Agreement the parties seek to:

a.) impose upon the Responsible Owner the responsibility of maintaining the Storm Water Facilities, notwithstanding the fact that the Storm Water Facilities may exist within easements dedicated or granted to the City and the public.

b.) provide a mechanism where the City may charge-back to the Responsible Owner any maintenance work that the City performs with respect to the Storm Water Facilities in the event the Responsible Owner fails to perform its obligations to maintain the Storm Water Facilities.

c.) provide the City with right of access over the Landowner Property to access the Stormwater Facilities, when needed.

ARTICLE 3
RESPONSIBILITY FOR MAINTENANCE

3.1 Construction of Storm Water Facilities. Prior to June 15, 2014, Responsible Owner agrees that the Storm Water Facilities shall be constructed and installed in accordance with the Storm Water Facility Plan at the sole expense of Responsible Owner at a location and in a configuration as approved by the City.

3.2 Maintenance of Storm Water Facilities. The Responsible Owner is obligated at their expense to perpetually maintain the Storm Water Facilities in accordance with the Standard of Maintenance set forth in Section 3.3 hereof. The Responsible Owner shall not modify, alter, remove, eliminate or obstruct the Storm Water Facilities for as long as the Storm Water Facilities exist. The Responsible Owner shall also insure that the Storm Water Facilities always remain in compliance with the Storm Water Facility Plan. All entities that fall within the definition of Responsible Owner have the joint and several obligations of the defined Responsible Owner. The responsibility of the Responsible Owner for maintaining the Storm Water Facilities on the Lot exists even though the event or omission which caused the need for maintenance of the Storm Water Facilities may arise on property outside of the Landowner Property.

3.3 Standard of Maintenance. The Responsible Owner must meet the Standard of Maintenance set forth in this Section 3.3.

The Standard of Maintenance shall comply with all of the following:

a. The Standard of Maintenance shall comply with the standards contained in Title 9, Chapter 5 of the Inver Grove Heights City Code (as amended from time to time, by amendment of general applicability); and

b. The Standard of Maintenance shall comply with the stormwater maintenance standards and bio-retention standards and requirements as set forth in the **NWA Stormwater Manual** (as amended from time to time, by amendment of general applicability). The NWA Stormwater Manual is on file with the City's Director of Public Works. The NWA Stormwater Manual shall apply to the Storm Water Facilities notwithstanding the fact that the Landowner's Property is located outside of the Northwest Area Overlay District; and

c. The Standard of Maintenance shall comply with the City approved Operations & Maintenance Plan hereafter referenced; and

d. The Standard of Maintenance shall comply with the 2011 Watershed Management Plan for the Lower Mississippi Watershed Management Organization (LMRWMO) dated August 2011,

e. The Standard of Maintenance shall include but not be limited to each of the following:

i.) The Responsible Owner shall monitor the Storm Water Facilities and shall as soon as possible correct any malfunction or deficiency in the operation of such structure so as to ensure that the structure operates in conformance with the design parameters.

ii.) Responsible Owner must comply with Section IV of the NWA Stormwater Manual which outlines the requirements for the operations and maintenance of Long Term Best Management Practices (BMP's) for storm water facilities. The Responsible Owner must prepare an Operations & Maintenance Plan to show how the Responsible Owner plans to operate and maintain Long Term Best Management Practices for the Storm Water Facilities being constructed on the Landowner Property. The Responsible Owner has submitted a final Operations & Maintenance Plan to the City, attached hereto as **Exhibit B.** The final Operations & Maintenance Plan attached hereto as Exhibit B has been approved by the City. The Responsible Owner and the successors and assigns thereof shall be responsible for following the Operations & Maintenance Plan as approved by the City. The final Operations & Maintenance Plan shall be on file with the City's Director of Public Works.

iii.) The final Operations & Maintenance Plan shall contain the following information:

a. Detailed inspection requirements;

b. Inspection and maintenance schedules;

c. Contact information for the Responsible Owner;

d. As built plans of the Storm Water Facilities;

e. A letter of compliance from the designer after construction of the Storm Water Facilities is completed;

f. The requirement for an annual report to the City to demonstrate that post construction maintenance is being accomplished per the Operations & Maintenance Plan;

g. The GPS coordinates for the Storm Water Facilities shall be provided to the City after construction is completed. Storm Water Facilities smaller than 200 square feet can be located with one GPS coordinate. Storm Water Facilities larger than 200 square feet shall have outlet coordinates and the corners of the Storm Water Facilities located by GPS. The GPS readings shall be provided to the City before the Storm Water Facilities are covered.

If the Storm Water Facility Plan is inconsistent with the Standard of Maintenance or if components within the Standard of Maintenance are inconsistent with other components within the Standard of Maintenance, then that provision, term or component which imposes a greater and more demanding obligation shall prevail.

In January of each year, the Responsible Owner shall submit to the City an annual report that identifies all of the tests, inspections, corrective measures and other activities conducted by the Responsible Owner under the Operations & Maintenance Plan for the preceding year. The annual report shall also identify any conditions of non-compliance with the Standard of Maintenance during the preceding year and the annual report shall address how the conditions of non-compliance were cured. The annual report shall also include the information shown on the form attached hereto as **Exhibit C**.

3.4 **Notice of Non-Compliance with Section 3.3 and 3.4; Cure Period.** If the City's Director of Public Works ("DPW") determines, at his reasonable discretion, that the Responsible Owner has not complied with the Standard of Maintenance, the DPW shall provide written notice to the Responsible Owner of such failure to comply with the Standard of Maintenance. This notice shall specify that the Responsible Owner will have thirty (30) days to comply with the Standard of Maintenance, unless thirty (30) days is not practicable for the Responsible Owner to cure the default, in which case the Responsible Owner shall be given a reasonable time, as determined by the DPW, to cure the default provided the Responsible Owner has commenced a suitable cure within the initial thirty (30) days. Notwithstanding the requirement contained in this Section relating to written notice and opportunity of the Responsible Owner to comply with the Standard of Maintenance, in the event of an emergency as determined by the DPW, the City may perform the work to be performed by the Responsible Owner without giving any notice to the Responsible Owner and without giving the Responsible Owner thirty (30) days to comply with the Standard of Maintenance. If the City performs emergency service work, the Responsible Owner shall be obligated to repay the City the costs incurred to perform the emergency service work, and the City shall follow those procedures set forth in Sections 3.5 and 3.6 with respect to the billing, collection and/or tax certification of such costs.

3.5 **Payment of Costs Incurred by City.** If the Responsible Owner fails to comply with the Standard of Maintenance within thirty (30) days after delivery of the written notice, or in the case of an emergency situation as determined by the DPW, the City may perform those tasks necessary for compliance and the City shall have the right of access to the areas where the Storm Water Facilities are located to perform such work. The City shall charge all costs incurred by the City to perform the tasks necessary for compliance to the Responsible Owner.

The amount of costs charged by the City to the Responsible Owner shall be the usual and customary amounts charged by the City given the task, work, or improvement performed by the City to ensure compliance with the Standard of Maintenance. The Responsible Owner shall make payment directly to the City within twenty (20) days after invoicing ("Due Date") by the City. Bills not paid by the Due Date shall incur the standard penalty and interest established by the City for utility billings within the City.

3.6 **Certification of Costs Payable With Taxes; Special Assessments.** If payment is not made under Section 3.5 by the Responsible Owner with respect to the Landowner Property, the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Landowner Property in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Responsible Owner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Landowner Property.

Further, as an alternate means of collection, if the written billing is not paid by the Responsible Owner, the City, without notice and without hearing, may specially assess the Landowner Property for the costs and expenses incurred by the City. The Responsible Owner hereby waives any and all procedural and substantive objections to special assessments for the maintenance costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Landowner Property. The Responsible Owner waives any appeal rights otherwise available pursuant to Minnesota Statute § 429.081. The Responsible Owner acknowledges that the benefit from the performance of maintenance tasks by the City to ensure compliance with the Standard of Maintenance equals or exceeds the amount of the charges and assessments for the maintenance costs that are being imposed hereunder upon the Landowner Property. Nothing in this paragraph shall be deemed to impair Responsible Owner's right to dispute the amount assessed as exceeding the usual and customary amounts charged by the City given the task, work, construction or improvement performed by the City to ensure compliance with Section 3.3.

3.7 Obligation For Maintenance Notwithstanding Public Easement. The Responsible Owner agrees that its obligations relating to maintenance of the Storm Water Facilities exist notwithstanding the fact that the Storm Water Facilities may be located in whole or in part within public easements.

The City hereby grants to the Responsible Owner a temporary right and license to enter public easements and public road rights-of-way for the purpose of performing the maintenance obligations relating to the Storm Water Facilities for the duration of the performance of the maintenance. The Landowner hereby grants to the City a right and license to access and enter the Landowner Property for the purpose of performing maintenance of the Storm Water Facilities for the duration of the performance of the maintenance; prior to accessing the Landowner Property for the purpose of performing maintenance, the City shall in non-emergency situations attempt to contact the Responsible Owner; provided, however, if an emergency exists, the City is not required to make an attempt to contact the Responsible Owner. An emergency is any event which provides an imminent threat of damage to person or property.

3.8 Indemnification of City. Responsible Owner shall indemnify, defend and hold the City, its council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to:

a.) failure by the Responsible Owner to observe or perform any covenant, conditions, obligation or agreement on their part to be observed or performed under this Agreement;

b.) failure by the Responsible Owner to pay contractors, subcontractors, laborers, or materialmen;

c.) failure by the Responsible Owner to pay for any materials that may be used by the Responsible Owner to maintain the Storm Water Facilities; and

d.) construction of the Storm Water Facilities.

3.9 **No Remedy Exclusive**. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the notice, if any, required by this Agreement.

ARTICLE 4
ESCROW DEPOSIT

4.1 **Engineering Escrow Amount**. The Landowner shall deposit $1,500 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering review and inspection expenses, attorney's fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the Storm Water Facility Plan and this Agreement and other associated City costs. Fees will be calculated at the City's standard rates charged for such tasks.

The Engineering Escrow Amount shall also be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and landscaping on the Landowner Property in the event such problems and deficiencies arise. The City may also use the Engineering Escrow Amount to correct any such deficiencies or problems or to protect against further deficiencies or problems.

The City shall return to the Landowner any remaining Engineering Escrow Amount when all the following events have occurred:

a.) all of the landscaping and vegetation has been established to the sole satisfaction of the City.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited $1,500 Engineering Escrow Amount, the Landowner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 5
CITY'S COVENANTS

5.1 Approval of Conditional Use Permit. The City agrees that if Landowner executes this Storm Water Facilities Maintenance Agreement and if the other conditions set forth in the Planning Report and Engineering Report relating to the conditional use permit are met, the Council will approve the conditional use permit for the Landowner Property.

If the Landowner Property no longer requires a conditional use for impervious surface because the amount of impervious surface on the Subject Property falls below a level which requires a conditional use permit, then in such instance, the parties agree to execute a termination of this Agreement.

ARTICLE 6
MISCELLANEOUS

6.1 Binding Agreement. The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Landowner Property and shall be binding upon the parties and the successors and assigns of the parties. This Agreement shall also be binding on and apply to any title, right and interest of the Landowner in the Landowner Property acquired by Landowner after the execution date of this Agreement or after the recording date of this Agreement.

6.2 Amendment and Waiver. The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement, waive performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

6.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

6.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

6.5 Consent. Landowner consents to the recording of this Agreement.

6.6 Notice. Notice shall means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to City:	City of Inver Grove Heights Attention: City Administrator 8150 Barbara Avenue Inver Grove Heights, MN 55077
If to Landowner:	Daniel S. Vujovich and Kathleen C. Vujovich 9209 Chapman Court Inver Grove Heights, MN 55076

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF Landowner and the City have entered into this Agreement on the day and year first stated above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its: Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of November, 2013, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER:

_____
Daniel S. Vujovich

_____
Kathleen C. Vujovich

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this _____ day of November, 2013, before me a Notary Public within and for said County, personally appeared Daniel S. Vujovich and Kathleen C. Vujovich, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.

_____
Notary Public

THIS INSTRUMENT DRAFTED BY:

Timothy J. Kuntz
LeVander, Gillen, & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

AFTER RECORDING PLEASE RETURN TO:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street
Suite 400
South St. Paul, MN 55075
(651) 451-1831

EXHIBIT A
LEGAL DESCRIPTION OF LANDOWNER PROPERTY

Real Property located in the City of Inver Grove Heights, Dakota County, Minnesota, described as follows:

> Lot 13, Block 1, Hidden Forest, according to the recorded plat thereof on file and of record in the office of the Recorder in and for Dakota County, Minnesota.

Torrens Property
PID: 20-32700-01-130

EXHIBIT B
FINAL OPERATIONS & MAINTENANCE PLAN

MAINTENANCE PLAN

Maintenance of the storm water facilities shall be performed as outlined in Table 1.1 below to ensure a healthy and functioning storm water facility conforming to the intend of the original design parameters. Maintenance shall be completed annually by September 10th. An annual inspection report shall be submitted to the City Engineering Division by January 1st of each year to demonstrate that post-construction maintenance is being accomplished per this Operations and Maintenance plan.

TABLE 1.1 – MAINTENANCE ACTIVITIES

Maintenance Activity	Frequency	Procedure	Maintenance Done By
1. Sediment, trash and debris removal from inlet, outlets, pipes and structures.	Annually in spring and fall as needed.	Remove trash and/or debris. Pruning and weeding, mow filter strip	Property owner unless designated
2. Sediment, trash and debris removal from bio-filtration basin and swale	Annually in spring and fall as needed.	Remove sediment and restore bio-filtration basin and swale to capacity	Property owner unless designated
3. Erosion repair and vegetation replacement.	Annually in spring and fall as needed.	Repair eroded areas and re-seed, re-sod, re-plant and mulch as necessary and remove dry, dead or severely diseased vegetation	Property owner unless designated
4. Mulch replacement	Every 2 to 3 years or as needed to maintain 3" to 4" depth	If applicable, add shredded hardwood mulch	Property owner
5. Watering	As needed	Provide 1 inch of water when plants show signs of stress	Property owner
6. Vegetation replacement and weeding	Annually in spring and fall	Replace dead vegetation and remove evasive or unwanted plants	Property owner
7. Clean/fix structural components	As needed per inspection	Dependent on the type of damage; repair components per manufacturer's recommendations	Property owner unless designated
8. Replacement of the bio-retention device.	Bio-retention device failure.	The owner shall notify the City and make repairs within 60 days, unless otherwise approved by the City Engineer.	Property owner unless designated

EXHIBIT C
ANNUAL INSPECTION FORM

CITY OF INVER GROVE HEIGHTS NPDES INSPECTION PROGRAM

INLET / OUTLET					
STRUCTURE ID		INSPECTION DATE		INSPECTOR(S)	
LOCATION					
EASEMENT					
ACCESSIBLE	Y N				
STRUCTURES IN ESMT.	Y N	DESCRIPTION			
TREES IN ESMT.	Y N	LARGEST DIAMETER (INCHES)			
STRUCTURE	FES PIPE	CB	OTHER		
ATTRIBUTES	TRASH GUARD	WEIR	SURGE BASIN	OTHER	NONE
CONDITION*	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE	INACCESSIBLE	
END SECTION EROSION	Y N				
FLOW CONDITION	FLOW PRESENT	NO FLOW	SUBMERGED		
COMMENTS					
VEGETATION/DEBRIS	WEEDS, ETC.	BRUSH, TREES, ETC.	GARBAGE/DEBRIS	NONE	
RESTRICTING FLOW	Y N				
COMMENTS					
SEDIMENT					
CONDITION**	NONE	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
RIP RAP					
PRESENT	Y N				
CONDITION***	OK	MINOR MAINTENANCE	MAJOR MAINTENANCE		
COMMENTS					
ILLICIT DISCHARGE	Y N				
COMMENTS					

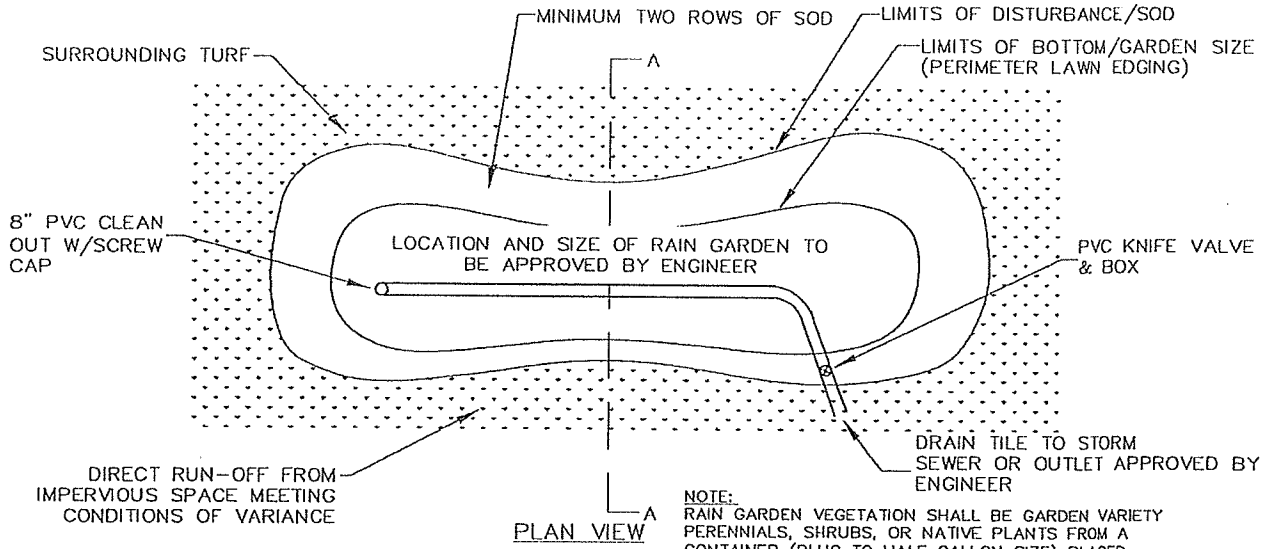
MAINTENANCE PERFORMED:			
SIGNED:		DATE:	

* Minor Maintenance: i.e. regrout joint, repair trash guard; Major Maintenance: structure separating(ed) from pipe

** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

*** Minor Maintenance: repair can be done by City crews, Major Maintenance: heavy equip. is needed

EXHIBIT D
STORM WATER FACILITY PLAN



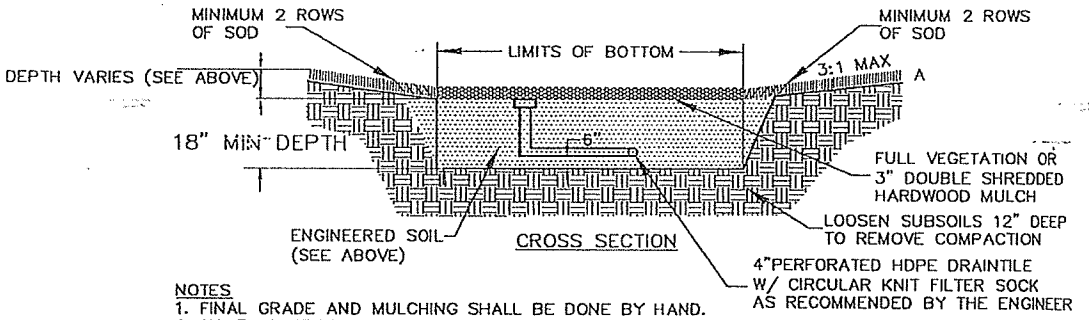
PLAN VIEW

NOTE:
RAIN GARDEN VEGETATION SHALL BE GARDEN VARIETY PERENNIALS, SHRUBS, OR NATIVE PLANTS FROM A CONTAINER (PLUG TO HALF GALLON SIZE) PLACED ACCORDING TO RECOMMENDED PLANT SPACING REQUIREMENTS OR AS APPROVED BY THE ENGINEER.

SUBSOIL TYPE	SUBSOIL TYPE	RECOM. DEPTH
A	SAND/GRAVEL	12"-18"
B	SAND WITH CLAY OR SILT	9"-12"
C	CLAY OR SILT WITH SAND	6"-9"
D	CLAYS OR SILTS	6"

ENGINEERED SOIL (DCSWCD MIX B)
80% COARSE-WASHED SAND (MNDOT 3126)
20% LEAF-LITTER COMPOST (ORGANIC, GRADE 2, MNDOT 3890)
NO TOPSOIL OR ON-SITE SOILS MAY BE USED IN ENGINEERED SOIL MIX UNLESS APPROVED BY THE ENGINEER.
3 RING INFILTROMETOR TESTING AND INFILTRATION TEST ON ENGINEERED SOILS MAY BE REQUIRED AS DIRECTED BY THE ENGINEER.

GARDEN SIZE: TREATS 300 SF OF IMPERVIOUS SURFACE AND 86 CF OF RUNOFF



CROSS SECTION

NOTES
1. FINAL GRADE AND MULCHING SHALL BE DONE BY HAND.
2. NO EQUIPMENT WILL BE ALLOWED ON THE RAIN GARDEN AFTER EXCAVATION BEGINS.
3. PERIMETER EROSION CONTROL SHALL BE INSTALLED AND REMAIN IN PLACE UNTIL TURF IS ESTABLISHED AROUND RAIN GARDEN.
4. OWNER IS RESPONSIBLE FOR NOTIFYING ENGINEER FOR INSPECTION OF RAIN GARDEN FOR
   (1) FINALIZING RAIN GARDEN SIZE AND LOCATION.
   (2) OBSERVATION OF EXCAVATION AND SCARIFYING OF SUBSOIL.
   (3) APPROVAL TO BACKFILL WITH ENGINEERED SOILS.
   (4) FINAL INSPECTION WITH MULCH AND PLANTS INSTALLED.
5. GARDEN SIZE SHALL BE IN ACCORDANCE WITH THE MINIMUM GARDEN BOTTOM SIZE CALCULATED OR 12 SQUARE FEET, WHICHEVER IS GREATER.
6. OWNER SHALL MAINTAIN PER SMFMA AND REPORT O & M ACTIVITY ANNUALLY TO CITY ENGINEER.
7. FOLLOW CURRENT DAKOTA COUNTY SWCD LID STANDARDS.

	RESIDENTIAL RAIN GARDEN FOR CUP EXCEEDING IMPERVIOUS SPACE REQUIREMENTS		
	CITY OF INVER GROVE HEIGHTS ENGINEERING DEPARTMENT	2/13	PLATE NO. STM-17

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

Resolution Approving Demolition Contract – 8195 Babcock Trail

Meeting Date:	November 12, 2013		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Thomas J. Link: 651-450-2546	X	Amount included in current budget
Prepared by:	Tom Link, Director of Comm. Dev.		Budget amendment requested
Reviewed by:	NA		FTE included in current complement
			New FTE requested – N/A
			Other (Revenue)

PURPOSE/ACTION REQUESTED

Earlier this year the City acquired the residence at 8195 Babcock Trail, just west of City Hall. The purpose of the acquisition was to remove the residence and eventually redevelop this property, in conjunction with adjacent parcels, as industrial office park.

Staff prepared a Request for Proposal (RFP) and solicited proposals to perform a hazardous materials survey, as required by State regulations. The City received proposals, selected the firm, and had the hazardous material survey completed. The survey indicated small amounts of asbestos and lead paint in the buildings. The City then distributed a RFP to seven firms for the remediation of the hazardous materials and the demolition of the buildings.

The City received the following two complete proposals for the remediation of the hazardous materials and the demolition of the buildings. Kamish Excavating also submitted a proposal but it was incomplete, since it lacked the proposal sheet, insurance certifications, qualifications, and references, and was removed from consideration.

- Carl Bolander & Sons Co. $24,325.00
- Lloyd's Construction Services Inc. $22,100.00

RECOMMENDATION

Staff recommends awarding the contract for the hazardous materials remediation and demolition of 8195 Babcock Trail to Lloyd's Construction Services Inc. for $22,100.00.

Enc: Resolution

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION AWARDING CONTRACT FOR DEMOLITION OF 8195 BABCOCK TRAIL TO LLOYD'S CONSTRUCTION SERVICES INC.

WHEREAS, the City desires to enter into a contract with a demolition contractor to remove residential structures at 8195 Babcock Trail, and

WHEREAS, the City distributed Request for Proposals to seven demolition firms; and

WHEREAS, the City received two complete proposals from Lloyd's Construction Inc. and Carl Bolander and Sons; and

WHEREAS, the City has reviewed these two proposals and the firms qualifications.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Inver Grove Heights the City Council that:

1. The City Council hereby selects Lloyd's Construction Services Inc. to demolish the structures at 8195 Babcock Trail at a cost of $22,100 and direct staff to enter into a contract with this firm.

Adopted by the City Council of the City of Inver Grove Heights this 12th day of November, 2013.

Ayes:
Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

AGENDA ITEM 4E

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 7 for City Project No. 2006-08 – Asher Water Tower Replacement

Meeting Date:	November 12, 2013
Item Type:	Consent
Contact:	Scott D. Thureen, 651.450.2571
Prepared by:	Scott D. Thureen, Public Works Director
Reviewed by:	SDT SB

Fiscal/FTE Impact:

	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Water Operating Fund

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 7 for City Project No. 2006-08 – Asher Water Tower Replacement.

SUMMARY

The improvements were ordered by the City Council on March 26, 2012. The contract was awarded in the amount of $2,187,000 to CB & I, Inc. on November 26, 2012 for City Project No. 2006-08 – Asher Water Tower Replacement.

The contractor has completed the work through September 30, 2013 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until the project is completed.

I recommend approval of Payment Voucher No. 7 in the amount of $280,041.00 for work on City Project No. 2006-08 – Asher Water Tower Replacement.

SDT/kf
Attachment: Pay Voucher No. 7

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO: (OWNER) City of Inver Grove Heights
8150 Barbara Ave
Inver Grove Heights, MN 55077-3410

CUSTOMER PROJECT: 2006-08

CB&I INVOICE NO. 184000-07
APPLICATION NO. 7

WORK FROM DATE: 09/01/13
WORK THRU DATE: 09/30/13

ENG. PROJECT NO: INVER 120095

CONTRACT DATE: 11/26/12

Distribution to:
- [ ] OWNER
- [ ] ENGINEER
- [ ] CONTRACTOR
- [ ] OTHER

FROM (CONTRACTOR):
CB&I Inc. - Steel Plate Structures
9550 Hickman Road Clive, IA 50325-5316

VIA (ENGINEER):
Short Elliott Hendrickson Inc.
3535 Vadnais Center Drive
St. Paul, MN 55110-5196

CONTRACT FOR:
0.75MG Elevated Water Storage Tank

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		0.00	0.00
Approved this Application			
Number	Date Approved		
TOTALS		0.00	0.00
Net change by Change Orders		0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief that the Work covered by this Aplication for Payment has been completed in accordance with Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: CB&I Inc. - Steel Plate Structures

By: Joanne Nielson Date: 10/10/13
A/R Administrator

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$2,187,000.00
2. Net change by Change Orders		$0.00
3. CONTRACT SUM TO DATE (Line 1+/- 2)		$2,187,000.00
4. TOTAL COMPLETED & STORED TO DATE (Col K on G703)		$1,756,421.00
5. RETAINAGE:		
a. 5% of Completed Work (Col G + I on G703)	$87,821.05	
b. 0% of Stored Material Col J on G703)	0.00	
Total Retainage (Line 5a + 5b or (Total in Col P of G703)		$87,821.05
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$1,668,599.95
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$1,388,558.95
8. CURRENT PAYMENT DUE		$280,041.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$518,400.05

State of: IOWA County of: POLK
Subscribed and sworn to before me this 10th day of October, 2013.
Notary Public Gayla L. Zenz
My Commission expires: 12-03-13

NOTARIAL SEAL IOWA
GAYLA L. ZENZ
Commission Number 713888
My Commission Expires
December, 3 2013

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above appplication, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER: Short Elliott Hendrickson Inc.
By: _____ Date: 10/17/13

OWNER: City of Inver Grove Heights
By: _____ Date: _____

FUNDING AGENCY: USDA
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CB&I Inc. - Steel Plate Structures

9550 HICKMAN ROAD
CLIVE, IOWA 50325-5316

INVOICE

INVOICE NO.	184000-07
APPLICATION NO.	7
INVOICE DATE	10/10/13
DUE DATE	11/19/13
TERMS	Net 40
A/P VENDOR NO.	05641

Work From Date:	09/01/13
Work Thru Date:	09/30/13
CBI Contract No.	37184000
CBI Customer No.	931374
Project Manager	James T. Julien

MAIL TO:	SOLD TO:
Short Elliott Hendrickson Inc.	City of Inver Grove Heights
3535 Vadnais Center Drive	8150 Barbara Ave
St. Paul, MN 55110-5196	Inver Grove Heights, MN 55077-3410
Attn: John Chlebeck	Attn: Jim Sweeney
Ph. 651-490-2000	Ph: 651-450-2565
Job Location:	Inver Grove Heights, MN
SEH Reference No.:	INVER 120095
City Project No.:	2006-08

DESCRIPTION
0.75MG Elevated Water Storage Tank

Original Contract Price	**$2,187,000.00**
Change Order	**$0.00**
Total Contract Price	**$2,187,000.00**

	SCHEDULE OF VALUES	UNITS OF MEASURE	TOTAL PRICE	TOTAL UNITS	TOTAL UNITS OR % COMPLETE	TOTAL COMPLETE
1	Mobilizaiton	LS	$25,000.00	1	1	$25,000.00
2	Remove Bituminous Pavement	SY	$780.00	60	-	$0.00
3	Remove Concrete Curb & Gutter	LF	$1,275.00	75.0	-	$0.00
4	Remove Storm Sewer Pipe	LF	$975.00	65	-	$0.00
5	Common Excavation (CV) (P)	CY	$28,050.00	1,650	165	$2,805.00
6	Select Topsoil Brow (CV)	CY	$5,000.00	200	-	$0.00
7	Aggregate Base Class 5	Ton	$6,800.00	425	-	$0.00
8	Select Granular Borrow - Mod 5% (CV)	CY	$13,600.00	800	-	$0.00
9	Geotextile, Type V	SY	$2,160.00	1,200	-	$0.00
10	Type SP 9.5 Wearing Course Mix (3,C)	Ton	$11,570.00	130	-	$0.00
11	Type SP 12.5 Non-Wearing Course Mix (3,C)	Ton	$11,570.00	130	-	$0.00
12	B612 Concrete Curb & Gutter	LF	$9,100.00	650	-	$0.00
13	Connect to Existing Sanitary Sewer	EA	$1,200.00	1	-	$0.00
14	Sanitary Sewer Manhole	LF	$2,920.00	8	-	$0.00
15	6" PVC Pipe Sewer, SDR 35	LF	$5,216.00	163	-	$0.00
16	Connect to Existing Water Main	EA	$780.00	1	-	$0.00
17	Modular Block Retaining Wall	SF	$8,250.00	165	-	$0.00
18	Trail (Wood Chip)	LS	$1,900.00	1	-	$0.00
19	6" Water Main Ductile Iron, CL. 52	LF	$4,640.00	16	-	$0.00
20	16" Water Main Ductile Iron, CL. 52	LF	$14,190.00	165	-	$0.00
21	Hydrant	LF	$3,300.00	1.0	-	$0.00
22	6" Gate Valve & Box	LF	$1,600.00	1	-	$0.00
23	Ductile Iron Fittings	LBS	$1,224.00	408	-	$0.00
24	Connect to Existing Storm Sewer	EA	$730.00	1	-	$0.00
25	Over Flow Catch Basin	LF	$5,600.00	4	-	$0.00
26	Catch Basin Manhole	LF	$7,084.00	16	-	$0.00
27	2' x 3' Catch Basin	LF	$2,240.00	4	-	$0.00
28	15" RCP, Class V	LF	$1,683.00	33	-	$0.00
29	18" RCP, Class V	LF	$7,875.00	175	-	$0.00
30	4" Perforated Drain Pipe w/ Geotextile Sock	LF	$700.00	100	-	$0.00
31	4" Solid White - Paint	LF	$550.00	275	-	$0.00
32	Handicap Symbol - Paint (White)	EA	$470.00	1	-	$0.00
33	Parking and Traffic Signage	LS	$470.00	1	-	$0.00
34	Temporary Chain Link Fence (8' High)	LF	$3,290.00	700	980	$4,606.00
35	Temporary Chain Link Security Gate	EA	$410.00	1	2	$820.00
36	Hydroseeding, Mix 260	AC	$1,350.00	1	-	$0.00
37	Silt Fence, Machine Type	LF	$2,100.00	700	669	$2,007.00
38	Bioroll	LF	$345.00	150	-	$0.00
39	Basic Electrical	LS	$62,680.00	1	-	$0.00
40	Telemetry System	LS	$42,000.00	1	-	$0.00
41	Bonds & Insurance	LS	$29,000.00	1	100%	$29,000.00
42	Foundation Drawings	LS	$28,000.00	1	100%	$28,000.00
43	Tank Drawings	LS	$42,000.00	1	100%	$42,000.00
44	Foundation Construction	LS	$315,000.00	1	100%	$315,000.00
45	Preliminary Site Work	LS	$25,000.00	1	100%	$25,000.00
46	Tank Materials	LS	$305,000.00	1	100%	$305,000.00
47	Tank Fabrication and Ship	LS	$199,000.00	1	100%	$199,000.00
48	Steel Tank Erection	LS	$439,523.00	1	100%	$439,523.00
49	Coating and Disinfection	LS	$438,800.00	1	70%	$307,160.00
50	Dehumidification	LS	$45,000.00	1	70%	$31,500.00
51	Wall Partition and Ceiling	LS	$20,000.00	1	0%	$0.00
			$2,187,000.00		80%	$1,756,421.00

Total Completed to Date		$1,756,421.00
Less: Retention	5%	$87,821.05
Total Amount Billed to Date		$1,668,599.95
Less: Amount Previously Invoiced		$1,388,558.95
Current Amount Due		**$280,041.00**

Regular Mail:
CB&I Inc.
PO Box 846217
Dallas, TX 75284-6217

Overnight Mail:
Bank of America Lockbox Services
CB&I Inc. - Lockbox 846217
1950 N. Stemmons Frwy, Suite 5010
Dallas, TX 75207

Bank of America EFT Information
Account Name: CB&I Inc.
Account Number: 3756272668
ABA: 111000012 (ACH Only)
ABA: 026009593 (Wire Only)

DIRECT QUESTIONS REGARDING:

INVOICE PAYMENT:	Gayla Zenz, A/R Manager	515-254-9502	gzenz @cbi.com
INVOICE BILLING:	Joanne Nealon, A/R Administrator	515-254-9505	jnealon@cbi.com
INVOICE BILLING:	Dian Spake, A/R Administrator	515-254-9506	dspake@cbi.com

AGENDA ITEM 4F

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Pay Voucher No. 1 for City Project No. 2012-07 – Bohrer Pond NW Pre-treatment Basin

Meeting Date:	November 12, 2013
Item Type:	Consent
Contact:	Thomas J. Kaldunski, 651.450.2572
Prepared by:	Thomas J. Kaldunski, City Engineer
Reviewed by:	Scott D. Thureen, Public Works Director

TJK

SDT

SD

Fiscal/FTE Impact:

	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
X	Other: Storm Water Utility Fund, SWCD Grant

PURPOSE/ACTION REQUESTED

Consider Pay Voucher No. 1 for City Project No. 2012-07 – Bohrer Pond NW Pre-treatment Basin

SUMMARY

The improvements were ordered as part of the 2013 Improvement Program. The contract was awarded in the amount of $284,792.00 to Sunram Construction, on August 26, 2013 for City Project No. 2012-07 Bohrer Pond NW Pre-treatment Basin

The contractor has completed the work through October 31, 2013 in accordance with the contract plans and specifications. A five (5) percent retainage will be maintained until the project is completed.

I recommend approval of Payment Voucher No. 1 in the amount of $47,697.79 for work on City Project No. 2012-07 Bohrer Pond NW Pre-treatment Basin

TJK/me
Attachments: Pay Voucher No. 1

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 1 (One)

DATE: November 12, 2013

PERIOD ENDING: October 31, 2013

CONTRACT: 2013 Improvement Program

PROJECT NO: 2012-07 Bohrer Pond NW Pre-treatment Basin

TO: Sunram Construction
20010 75TH Avenue North
Corcoran, MN 55340

Original Contract Amount	$284,792.00
Total Addition	$0.00
Total Deduction (Change Order No. 1)	$0.00
Total Contract Amount	$284,792.00
Total Value of Work to Date	$50,208.20
Less Retained (5%)	$2,510.41
Less Previous Payment	$0.00
Total Approved for Payment this Voucher	$47,697.79
Total Payments including this Voucher	$47,697.79

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through October 31, 2013.

Signed by: Thomas J Kaldunski — November 12, 2013
Thomas J Kaldunski, City Engineer

Signed by: _____ _____
Sunram Construction — Date

Signed by: _____ November 12, 2013
George Tourville, Mayor

AGENDA ITEM 4G

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Consider Change Order No. 1 and No. 2, Final Compensating Change Order No. 3 Final Pay Voucher No. 1, Engineer's Final Report and Resolution Accepting Work for City Project No. 2013-03 – Regional Basin SP-27 Stormwater Facility Repairs

Meeting Date:	November 12, 2013		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Thomas J. Kaldunski, 651.450.2572		Amount included in current budget
Prepared by:	Thomas J. Kaldunski, City Engineer		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director		FTE included in current complement
			New FTE requested – N/A
		X	Other: City Project No. 2003-15

TJK

SDT

SB

PURPOSE/ACTION REQUESTED

Consider Change Orders No. 1 and No. 2, Final Compensating Change Order No. 3, Final Pay Voucher No. 1, Engineer's Final Report and Resolution Accepting Work for City Project No. 2013-03- Regional Basin SP-27 Stormwater Facility Repairs.

SUMMARY

This project was ordered to correct infiltration issues in the City's Regional Basin SP-27, located on the east side of T.H. 3 near Autumn Way. This basin was adversely impacted by the migration of fine sediments that eroded during the re-vegetation process on City Project No. 2003-15- Northwest Area Utility Extension.

Change Order No. 1 is for a reduction in project scope because the adjacent property owner would not grant an easement for the City to perform repairs within their property. Change Order No. 2 is for the increase in excavation needed to offset the pond volume not constructed on the adjacent private property. Final Compensating Change Order No. 3 reconciles the value of work completed to the contract amount. The project has completed the work in accordance with the contract plans, specifications and budget.

I recommend approval of Change Order No. 1 in the amount of ($ 24,639.55), Change Order No. 2 in the amount of $8,791.38 and Final Compensating Change Order No. 3 in the amount of ($ 2,092.12) for a revised contract amount of $51,328.09 and approval of Final Payment Voucher No. 1 in the amount of $ 51,328.09, acceptance of the engineer's Final Report, and approval of the Resolution Accepting Work on City Project No. 2013-03- Regional Basin SP-27 Stormwater Facility Repairs.

TJK/me

Attachments: Change Order No. 1
Change Order No. 2
Final Compensating Change Order No. 3
Final Pay Voucher No. 1
Engineer's Final Report
Resolution Accepting Work
Budget Form

CHANGE ORDER NO. 1

CITY PROJECT NO. 2013-03
SP-27 STORMWATER FACILITY REPAIRS

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: November 12, 2013
Contractor: M & J Services of Minnesota LLC 6775 Cahill Avenue Inver Grove Heights, MN 55076	Engineer: City Engineer

PURPOSE OF CHANGE ORDER

Reduction in the scope of work caused by lack of agreement with property owner adjacent to project granting the City an easement to perform repairs within their private property.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: $ 69,268.38	Original Contract Time:
Previous Change Orders (0) $ (0.00)	Net Change from Previous Change Orders none
Contract Price Prior to this Change Order $ 69,268.38	Contract Time Prior to this Change Order
Net Decrease of this Change Order ($ 24,639.55)	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders $ 44,628.83	Contract Time with Approved Change
Recommended By: Mike Edwards Mike Edwards, Engineering Technician	Approved By: M & J Services of Minnesota LLC

Approved By:	Approved By:	Date of Council Action:
Thomas J. Kaldunski Thomas J. Kaldunski, City Engineer	George Tourville, Mayor	November 12, 2013

CHANGE ORDER NO. 2

CITY PROJECT NO. 2013-03
SP-27 STORMWATER FACILITY REPAIRS

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: November 12, 2013
Contractor: M & J Services of Minnesota LLC 6775 Cahill Avenue Inver Grove Heights, MN 55076	Engineer: City Engineer

PURPOSE OF CHANGE ORDER

To compensate for the basin volume that could not be excavated on the private property adjacent to the right of way, the city excavated that volume from the right of way.
442 CY x $18.69 = $ 8791.38

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: $ 69,268.38	Original Contract Time:
Previous Change Orders (1) ($ 24,639.55)	Net Change from Previous Change Orders none
Contract Price Prior to this Change Order $ 44,628.83	Contract Time Prior to this Change Order
Net Increase of this Change Order $ 8,791.38	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders $ 53,420.21	Contract Time with Approved Change
Recommended By: _____ Mike Edwards, Engineering Technician	Approved By: _____ M & J Services of Minnesota LLC.

Approved By:	Approved By:	Date of Council Action:
_____ Thomas J. Kaldunski, City Engineer	_____ George Tourville, Mayor	November 12, 2013

FINAL COMPENSATING CHANGE ORDER NO. 3

CITY PROJECT NO. 2013-03
SP-27 STORMWATER FACILITY REPAIRS

Owner: City of Inver Grove Heights 8150 Barbara Avenue Inver Grove Heights, MN 55077	Date of Issuance: November 12, 2013
Contractor: M & J Services of Minnesota LLC 6775 Cahill Avenue Inver Grove Heights, MN 55076	Engineer: City Engineer

PURPOSE OF CHANGE ORDER

Final Compensating Amount to balance value of work completed and total payments made.

Total value of work completed	$ 51,328.09
Contract Amount to date	$ 53,420.21
Compensating amount	$ -2,092.12

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: $ 69,268.38	Original Contract Time:
Previous Change Orders (1,2) ($ 15,848.17)	Net Change from Previous Change Orders none
Contract Price Prior to this Change Order $ 53,420.21	Contract Time Prior to this Change Order
Net Decrease of this Change Order ($ 2,092.12)	Net Increase (Decrease) of Change Order
Contract Price with all Approved Change Orders $ 51,328.09	Contract Time with Approved Change
Recommended By: _____ Mike Edwards, Engineering Technician	Approved By: _____ M & J Services of Minnesota LLC.

Approved By:	Approved By:	Date of Council Action:
Thomas J. Kaldunski, City Engineer	George Tourville, Mayor	November 12, 2013

CITY OF INVER GROVE HEIGHTS
CONSTRUCTION PAY VOUCHER

ESTIMATE NO: 1 (One) (Final)

DATE: November 12, 2013

PERIOD ENDING: September 30, 2013

PROJECT NO: 2013-03- Regional Basin SP-27 Stormwater Facility Repairs

TO: M & J Services of Minnesota LLC
6775 Cahill Avenue
Inver Grove Heights, MN 55076

Original Contract Amount	$ 69,268.38
Total Addition (Change Order No. 2)	$ 8,791.38
Total Deduction (Change Orders No. 1 and No. 3)	($ 26,731.67)
Total Contract Amount	$ 51,328.09
Total Value of Work to Date	$ 51,328.09
Less Retained (0%)	$ 0.00
Less Previous Payment	$ 0.00
Total Approved for Payment this Voucher	$ 51,328.09
Total Payments including this Voucher	$ 51,328.09

Approvals:

Pursuant to our field observation, I hereby recommend for payment the above state amount for work performed through September 30, 2013.

Signed by: Thomas J. Kaldunski, City Engineer — November 12, 2013

Signed by: M & J Services of Minnesota LLC — Date

Signed by: George Tourville, Mayor — November 12, 2013

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ENGINEER'S REPORT OF FINAL ACCEPTANCE

CITY PROJECT NO. 2013-03
SP-27 STORMWATER FACILITY REPAIRS

November 12, 2013

TO THE CITY COUNCIL
INVER GROVE HEIGHTS, MINNESOTA

HONORABLE MAYOR AND CITY COUNCIL MEMBERS:

This is to advise you that I have received the work under contract with M & J Services of Minnesota LLC for City Project 2013-03 SP-27 Stormwater Facility Repairs.

The contractor has completed the project in accordance with the contract.

It is recommended, herewith, that final payment be made for said improvements to the contractor in the amount as follows:

Original Contract Amount	$ 69,268.38
Total Addition (Change Order 2)	$ 8,791.38
Total Deduction (Change Order 1,3)	($ 26,731.67)
Total Contract Amount	$ 51,328.09
Total Value of Work to Date	$ 51,328.09
Less Previous Payment	$ 0.00
Total Approved for Payment this Voucher	$ 51,328.09
Total Payments including this Voucher	$ 51,328.09

Sincerely,

Thomas J. Kaldunski

Thomas J. Kaldunski, P.E.
City Engineer

TJK/me

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ACCEPTING WORK OF M & J Services of Minnesota LLC AND AUTHORIZING FINAL PAYMENT IN THE AMOUNT OF $51,328.09

CITY PROJECT NO. 2013-03
SP-27 STORMWATER FACILITY REPAIRS

RESOLUTION NO. _____

WHEREAS, pursuant to a written contract with the City of Inver Grove Heights dated July 22, 2013, M & J Services of Minnesota LLC satisfactorily completed improvements and appurtenances for City Project No. 2013-03 – SP-27 STORMWATER FACILITY REPAIRS

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS: That the work completed under this contract is hereby accepted and approved, and

BE IT FURTHER RESOLVED: That the Mayor and the City Clerk are hereby directed to issue a proper order for final payment on such contract, taking the contractor's receipt in full.

Adopted by the City Council of Inver Grove Heights this 12th day of November 2013.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

Pay Estimate 1 (Final)
CITY PROJECT 2013-03
REGIONAL BASIN SP-27 STORMWATER FACILITY REPAIRS

Date: 10/28/2013

Schedule A

LINE ITEM	MN/DOT SPEC. NO.	BASE BID ITEM	ESTIMATED QUANTITY	VERIFIED QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	TOTAL AMOUNT
		Part 1 - General and Erosion Control						
1		PERMITS	1.00	1	LS	$262.50	$262.50	$ 262.50
2	2021	MOBILIZATION	1.00	1	LS	$1,732.50	$1,732.50	$ 1,732.50
3	2573	SILT FENCE	225	150	LF	$1.80	$405.00	$ 270.00
4	2573	BASIN DEWATERING	1.00	1	LS	$997.50	$997.50	$ 997.50
5	2573	CONSTRUCTION ENTRANCE	1.00		LS	$1,575.00	$1,575.00	$ -
6	2573	STREET SWEEPING AND DUST CONTROL	2.5	1.5	HRS	$157.50	$393.75	$ 236.25
		Total Part 1					$5,366.25	**$ 3,498.75**
		Part 2 - Removals						
7	2573	REMOVE SILT FENCE	225	150.0	LF	$1.58	$355.50	$ 237.00
8	2573	REMOVE CONSTRUCTION ENTRANCE	1.00		LS	$1,575.00	$1,575.00	$ -
		Total Part 2					$1,930.50	**$ 237.00**
		Part 3 - Grading						
9	2105	COMMON EXCAVATION	662	662	CY	$18.69	$12,372.78	$ 12,372.78
10	2105	COMMON EXCAVATION OF INFILTRATION TRENCH	89	100	CY	$18.69	$1,663.41	$ 1,869.00
11	3149	ENGINEERED MIX B SOIL FOR INFILTRATION BASIN (80:20 WASHED COARSE SAND & GRADE 2 ORGANIC COMPOST)	135	132	CY	$73.50	$9,922.50	$ 9,702.00
12	3149	ENGINEERED MIX B SOIL FOR INFILTRATION TRENCH (80:20 WASHED COARSE SAND & GRADE 2 ORGANIC COMPOST)	8	8	CY	$63.00	$504.00	$ 504.00
13	3149	WASHED COARSE SAND FOR INFILTRATION TRENCH	81	81	CY	$23.10	$1,871.10	$ 1,871.10
14		SUBGRADE SCARIFICATION TO 24"	11211	11211	SF	$0.16	$1,793.76	$ 1,793.76
		Total Part 3					$28,127.55	**$ 28,112.64**
		Part 4 - Restoration						
15	2575	SEEDING, MNDOT SEED MIX 310 MODIFIED @ 82 lb / Acre	0.364	0.36	ACRE	$344.72	$125.48	$ 125.48
16	2575	EROSION CONTROL BLANKET, CATEGORY 3	1765	1765	SY	$1.84	$3,247.60	$ 3,247.60
		Total Part 4					$3,373.08	**$ 3,373.08**
		Part 5 - Other						
17	2564	INFILTRATION AREA MARKER X3-6A	2	2	EA	$157.50	$315.00	$ 315.00
		Total Part 5					$315.00	**$ 315.00**
		Total Schedule A BASE BID					39,112.38	**$ 35,536.47**
		Add Alternate 1						
1	2211	REMOVE DAMAGED ASPHALT (2.5" X 168SY)	9	6.00	CY	$175.35	$1,578.15	$ 1,052.10
2	2211	REMOVE,AND RECOMPACT CLASS 5 VIRGIN BASE (6" X 168SY)	41	22.00	CY	$19.22	$788.02	$ 422.84
3	2360	BITUMINOUS ASPHALT (2.5" COMPACTED X 168SY) + TACK COAT	14	9.00	TONS	$225.02	$3,150.28	$ 2,025.18
		Total Add Alternate					$5,516.45	**$ 3,500.12**
		Total Schedule A BASE BID and Add Alternate 1					44,628.83	**$ 39,036.59**

Pay Estimate 1 (Final)
CITY PROJECT 2013-03
REGIONAL BASIN SP-27 STORMWATER FACILITY REPAIRS

Date: 10/28/2013

Schedule A

LINE ITEM	MN/DOT SPEC. NO.	BASE BID ITEM	ESTIMATED QUANTITY	VERIFIED QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	TOTAL AMOUNT

Schedule B

LINE ITEM	MN/DOT SPEC. NO.	BASE BID ITEM	ESTIMATED QUANTITY	VERIFIED QUANTITY	UNIT	UNIT PRICE	CONTRACT AMOUNT	TOTAL AMOUNT
		Part 1 - General and Erosion Control						
1	2573	STREET SWEEPING AND DUST CONTROL	2.5		HRS	$157.50	$393.75	$ -
		Total Part 1					$393.75	$ -
		Part 3 - Grading						
2	2105	COMMON EXCAVATION	442		CY	$18.69	$8,260.98	$ -
3	3149	ENGINEERED MIX B SOIL FOR INFILTRATION BASIN (80:20 WASHED COARSE SAND & GRADE 2 ORGANIC COMPOST)	148		CY	$73.50	$10,878.00	$ -
4		SUBGRADE SCARIFICATION TO 24"	6704		SF	$0.16	$1,072.64	$ -
		Total Part 3					$20,211.62	$ -
		Part 4 - Restoration						
5	2575	SEEDING, MNDOT SEED MIX 310 MODIFIED @ 82 lb / Acre	0.212		ACRE	$344.72	$73.08	$ -
6	2575	EROSION CONTROL BLANKET, CATEGORY 3	1040		SY	$1.84	$1,913.60	$ -
		Total Part 4					$1,986.68	$ -
		Part 5 - Other						
7	2564	INFILTRATION AREA MARKER X3-6A	2.000		EA	$157.50	$315.00	$ -
		Total Part 4					$315.00	$ -
		Total Schedule B BASE BID					22,907.05	$ -
		Addendum 1						
1	2021	MOBILIZATION	1		LS	$1,732.50	$1,732.50	$ -
		Total Addendum 1					$1,732.50	$ -
		Total Schedule B BASE BID and Addendum 1					24,639.55	$ -

	CONTRACT AMOUNT	TOTAL AMOUNT
Schedule A Total:	$ 39,112.38	$ **39,036.59**
Add Alternate 1 Total	$ 5,516.45	$ **3,500.12**
Schedule B Total:	$ 22,907.05	
Addendum No. 1	$ 1,732.50	$ -
Total:	$ 69,268.38	$ **42,536.71**
Change Order #1:	$ (24,639.55)	$ -
Change Order #2:	$ 8,791.38	$ **8,791.38**
Final Compensating Change Order #3:	$ (2,092.12)	
Change Orders Total:	$ (17,940.29)	
Contract Amount to Date:	$ 51,328.09	
Contract Work Completed:		$ **51,328.09**
0% Retainage:		$ -
Previous Payments:		$ -
Amount Due Final Payment:		$ **51,328.09**

FINANCING INITIATIVES
2013 Storm Water Facilities Maintenance Program
Regional Basin SP-27 StormwaterFacility Repairs
CITY PROJECT NO. 2013-03

AWARDED TO: M&J Services — QUOTE AMOUNT: $69,268.38

Finance Initiative	% of Bid	Costs
Construction Contingency and Geotechnical	10%	$6,926.84
Legal	0%	$0.00
Engineering (Consulting)	21%	$14,546.36
Administration (Resident Engineering)	0%	$0.00
Finance	0%	$0.00
Fiscal	0%	$0.00
SUBTOTAL FINANCING INITIATIVE	**31%**	**$21,473.20**

TOTAL FINANCING: QUOTE + FINANCING INITIATIVES **$90,741.58**

$90,741.58

Construction Payments: Fall 2013
Final Payment: Spring 2014

Funding: City Project 2003-15 Contingency
Amount: $90,741.58

Revised
10/24/2013
JDS

AGENDA ITEM 4H

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve an Encroachment Agreement for Lot 7, Block 2, Argenta Hills 4th Addition (7542 Auburn Court)

Meeting Date:	November 12, 2013		Fiscal/FTE Impact:
Item Type:	Consent TJK	X	None
Contact:	Thomas J. Kaldunski, City Engineer, 651.450.2572		Amount included in current budget
Prepared by:	Thomas J. Kaldunski, City Engineer		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director SDT		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Approve an Encroachment Agreement for a private retaining wall crossing the side yard public drainage and utility easement between 7536 and 7542 Auburn Court in the Argenta Hills Development.

SUMMARY

The owners of 7542 Auburn Court need an easement encroachment agreement for a retaining wall constructed by the builder, Capstone Homes. For the owners to place obstructions in the easement, an encroachment agreement is necessary to ensure that the City is held harmless; and that the lot owners are responsible for maintaining the retaining wall, and providing proper erosion control, grading and permanent storm water management.

The builder, Capstone Homes, has provided the retaining wall exhibit showing proper drainage around the retaining wall and maintaining a rear lot drainage swale.

It is recommended that the City Council approve the Encroachment Agreement for 7542 Auburn Court (Lot 7, Block 2, Argenta Hills 4th Addition) and authorize the Mayor to execute the Agreement.

TJK/js

Attachments: Encroachment Agreement

AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 7, BLOCK 2, ARGENTA HILLS 4TH ADDITION, DAKOTA COUNTY, MINNESOTA

THIS AGREEMENT RELATING TO LANDOWNER IMPROVEMENTS WITHIN CITY EASEMENT ON LOT 7, BLOCK 2, ARGENTA HILLS 4TH ADDITION, DAKOTA COUNTY, MINNESOTA (Agreement) is made this 12th day of November, 2013, by and between the City of Inver Grove Heights (hereafter referred to as "City"), a Minnesota municipal corporation, and Bruce G. Grandits and Christa L. Deragisch, husband and wife (hereafter collectively referred to as "Landowner"). Based on the covenants, agreements, representations and recitals herein contained, the parties agree as follows:

ARTICLE 1
TERMS

1.1 **Terms.** Unless specifically defined elsewhere in this Agreement, the following terms shall have the following meanings.

1.2 **City.** "City" means the City of Inver Grove Heights, a Minnesota municipal corporation.

1.3 **Subject Land**. "Subject Land" means that certain real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Lot 7, Block 2, Argenta Hills 4th Addition, Dakota County, Minnesota

1.4 **City Easement**. "City Easement" means the following easement located on the Subject Land:

The permanent drainage and utility easement located along the westerly boundary line of the Subject Land dedicated on the recorded plat of Argenta Hills 4th Addition, Dakota County, Minnesota.

1.5 **Landowner.** "Landowner" means collectively Bruce G. Grandits and Christa L. Deragisch and their assigns and successors in interest with respect to the Subject Land.

1.6 **Formal Notice.** "Formal Notice" means notice given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage prepaid, addressed as follows:

IF TO CITY:	City of City of Inver Grove Heights Attention: Director of Public Works 8150 Barbara Avenue Inver Grove Heights, MN 55077
IF TO LANDOWNER:	Bruce G. Grandits and Christa L. Deragisch 7542 Auburn Court Inver Grove Heights, MN 55077

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

1.7 **Landowner Improvements.** "Landowner Improvements" means the swale and retaining wall to be constructed on the Subject Land in the City Easement.

1.8 **City Easement Improvements.** "City Easement Improvements" means all existing and future sanitary sewer, municipal water and storm water pipes, conduits, culverts, ditches, ponds, catch basins, water collection mechanisms, drainage facilities, maintenance access routes and other utility appurtenances lying within the City Easement now or in the future.

1.9 **Construction Plan.** "Construction Plan" means the Grading As-Built Survey dated October 29, 2013, prepared by E.G. Rud & Sons, Inc. attached as **Exhibit A** which identifies the location of the Landowner Improvements. The Construction Plan is on file with the City.

1.10 **City Utility Costs.** "City Utility Costs" means all costs incurred by the City, (whether performed by the City or its agents or contractors), for the inspection of and access to and repair, maintenance and replacement of the City's Easement Improvements located in the City Easement and the placement of additional City Easement Improvements in the City Easement. City Utility Costs, include, without limitation: excavation costs, labor costs, costs of removing fill, costs of re-burying the City Easement Improvements, re-compacting the soils over the City Easement Improvements, restoring the City Easement area, and all engineering and attorneys' fees incurred in connection therewith. City Utility Costs also include the costs of temporarily removing the Landowner Improvements and subsequently replacing the Landowner Improvements in the City Easement, if such costs have not already been paid by the Landowners.

1.11 **Pre-Encroachment Costs.** "Pre-Encroachment Costs" means a reasonable estimate by the City of the costs the City would have incurred for City Utility Costs if the Landowner Improvements did not exist.

1.12 **Cost Differential.** "Cost Differential" means the difference between the Pre-Encroachment Costs and the City Utility Costs caused by the existence of the Landowner

Improvements. The City's reasonable determination of the amount of the Cost Differential shall be binding on the Landowners. The City's reasonable determination shall be appropriately supported by cost estimates obtained from independent contractors or engineers.

ARTICLE 2
RECITALS

Recital No. 1. The undersigned Landowner is the fee title owner of the Subject Land located in Inver Grove Heights, Dakota County, Minnesota.

Recital No. 2 The City Easement is on the Subject Land. The City owns the City Easement. The City Easement Improvements are within the City Easement and future City Easement Improvements may be located within the City Easement.

Recital No. 3. Landowner has requested permission from the City to place the Landowner Improvements within the City Easement for the benefit of the Subject Land.

Recital No. 4. Subject to the terms of this Agreement, the City is willing to allow the Landowner Improvements to be placed within the within the City Easement if the following conditions are met:

a.) The Landowner maintains the Landowner Improvements;

b.) The Landowner agrees to pay the City any Cost Differential relating to inspections, access, repair, maintenance and replacement of the existing City Easement Improvements and the placement of any future City Easement Improvements in the City Easement.

c.) The Landowner agrees to temporarily remove the Landowner Improvements in the event the City has need to access the area where the Landowner Improvements exist in order for the City to inspect, repair, maintain, and replace the existing City Easement Improvements or construct future City Easement Improvements in the Easement Area.

d.) The Landowner agrees to modify the Landowner Improvements if the Landowner Improvements interfere with the City Easement Improvements.

NOW, THEREFORE, THE CITY OF INVER GROVE HEIGHTS AND THE UNDERSIGNED LANDOWNER, FOR THEMSELVES, AND THEIR SUCCESSORS AND ASSIGNS DO HEREBY AGREE:

ARTICLE 3
AGREEMENTS

3.1 Construction And Maintenance Of Landowner Improvements. Under the terms and conditions stated herein, the Landowner, at their own cost, is hereby authorized by the City to make the Landowner Improvements within the City Easement. The Landowner Improvements shall only be placed at the location specified in the Construction Plan. The Landowner Improvements must be constructed according to the Construction Plan.

The Landowner shall not place any other structures, irrigation systems, buildings, or fences within the City Easement, except for the Landowner Improvements. After construction, the Landowner, at their expense, shall maintain and repair the Landowner Improvements.

The Landowner shall comply with all required City setbacks per the attached Construction Plan.

The Landowner shall construct the required swale as a drainage improvement on the 20 foot easement between the two adjacent infiltration basins. The swale shall be a minimum of 6 inches in depth with a minimum width of 8 feet as illustrated in Section A-A on the attached Exhibit A.

3.2 City Not Responsible For Landowner Improvements. Nothing contained herein shall be deemed an assumption by the City of any responsibility for construction, maintenance, replacement or repair of the Landowner Improvements.

3.3 Continuing Right To City Easement. Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest that the City holds to the City Easement.

3.4 Subordinate Position Of Landowner Improvements. The Landowner Improvements are subordinate to the rights of the City in the City Easement and in the City Easement Improvements.

3.5 Risk Of Loss. The Landowner understands and agrees that the Landowner Improvements within the City Easement may be adversely affected by use of the City Easement. The parties agree that the City is not responsible for such events; the City shall have no liability to the Landowner for such events. The Landowner assumes the risk of installing the Landowner Improvements in the City Easement area.

3.6 Landowner To Bear Cost Of Relocating Landowner Improvements. The City is responsible for the repair and maintenance of the City Easement Improvements in the City Easement.

The City may require the Landowner to temporarily remove and subsequently replace the Landowner Improvements in the City Easement in order for the City to gain access to the City Easement Improvements for the purpose of inspecting, repairing, maintaining, or replacing, the City Easement Improvements or adding future City Easement Improvements.

If the Landowner does not perform such tasks, the City may perform such tasks and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such tasks, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to perform the tasks. If the Landowner has not completed the work within the twenty (20) days, then the City may proceed to perform the tasks. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility billings within the City.

3.7 Emergency. Notwithstanding the requirements contained in Sections 3.6 relating to a twenty (20) day Formal Notice to the Landowner to perform its obligations under Sections 3.6, the City shall not be required to give such Formal Notice if the City's engineer determines that an emergency exists. In such instance, the City, without giving Formal Notice to the Landowner may perform the work and in such case the Landowner shall reimburse the City for the costs and expenses relating to the work. Once the City's costs and expenses have

been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work. Bills not paid shall incur the standard penalty and interest established by the City for utility bills within the City.

3.8 **Cost Differential.** If a Cost Differential occurs relating to the access to or inspection, maintenance, repair or replacement of the City Easement Improvements or relating to construction of new City Easement Improvements in the future, then the Landowner shall pay the Cost Differential to the City. The Landowner must make payment for the Cost Differential within 30 days after the City has sent a written invoice for the Cost Differential to the Landowner.

3.9 **Modifications To Landowner Improvements.** If in the future the City reasonably determines that the Landowner Improvements interfere with access for inspection or with repair, maintenance, reconstruction, or replacement of City Easement Improvements, then the Landowner, at their own expense, shall make such modifications to the Landowner Improvements as directed by the City. Such modifications may include, but are not limited to, reconfiguration, removal and relocation of the Landowner Improvements.

If Landowner does not make the modifications, the City may make the modifications and in such case the Landowner shall reimburse the City for the City's costs and expenses. Prior to commencing such modifications, the City shall send Formal Notice to the Landowner and allow the Landowner twenty (20) days from the date of the Formal Notice to make the modifications. If Landowner does not completely make the modifications, the City may proceed to make the modifications. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the Landowner. The Landowner must pay the invoice within thirty (30) days after the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as the costs for City personnel that may have performed the work relating to the modifications.

3.10 **Remedies.** If the Landowner fails to perform their obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity and any of the following non-exclusive remedies:

a.) The City may specifically enforce this Agreement.

b.) If the Landowner fails to make payments under Section 3.6, 3.7, 3.8 or 3.9, then the City may certify to Dakota County the amounts due as payable with the real estate taxes for the Subject Land in the next calendar year; such certifications may be made under Minnesota Statutes, Chapter 444 in a manner similar to certifications for unpaid utility bills. The Landowner waives any and all procedural and substantive objections to the imposition of such usual and customary charges on the Subject Land.

Further, as an alternate means of collection, if the written billing is not paid by the Landowner, the City, without notice and without hearing, may specially assess the Subject Land for the costs and expenses incurred by the City. The Landowner hereby waives any and all procedural and substantive objections to special assessments for the costs including, but not limited to, notice and hearing requirements and any claims that the charges or special assessments exceed the benefit to the Subject Land. The Landowner waives any appeal rights otherwise

available pursuant to Minnesota Statute § 429.081. The Landowner acknowledges that the benefit from the performance of tasks by the City equals or exceeds the amount of the charges and assessments for the costs that are being imposed hereunder upon the Subject Land.

No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

3.11 **Indemnification.** The Landowner shall indemnify, defend and hold the City, its council, agents, consultants, attorneys, employees and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies including interest, penalties and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following:

a.) The Landowner Improvements;

b.) Installation and maintenance of the Landowners Improvements;

c.) Failure by the Landowner to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement; and

d.) Use of the City Easement for Landowner Improvements.

3.12 **City Duties.** Nothing contained in this Agreement shall be considered an affirmative duty upon the City to perform the Landowner's obligations contained in Article 3 if the Landowner does not perform such obligations.

3.13 **No Third Party Recourse.** Third parties shall have no recourse against the City under this Agreement.

3.14 **Recording.** The City may record this Agreement with the Dakota County Recorder.

3.15 **Binding Agreement.** The parties mutually recognize and agree that all terms and conditions of this recordable Agreement shall run with the Subject Land and shall be binding upon the heirs, successors, administrators and assigns of the parties.

This Agreement shall also be binding upon all after-acquired rights, interests and title of the parties that may be acquired from and after the date of this Agreement.

3.16 **Amendment And Waiver.** The parties hereto may by mutual written agreement amend this Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Agreement, waive compliance by another with any of the covenants contained in this Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the

performance by the party so waiving of any of its obligations under this Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

3.17 **Governing Law.** This Agreement shall be governed by and construed in accord with the laws of the State of Minnesota.

3.18 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

3.19 **Headings.** The subject headings of the sections this Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

[the remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement the year and day first set forth above.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville
Its Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of November, 2013, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

LANDOWNER

_____
Bruce G. Grandits

_____
Christa L. Deragisch

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

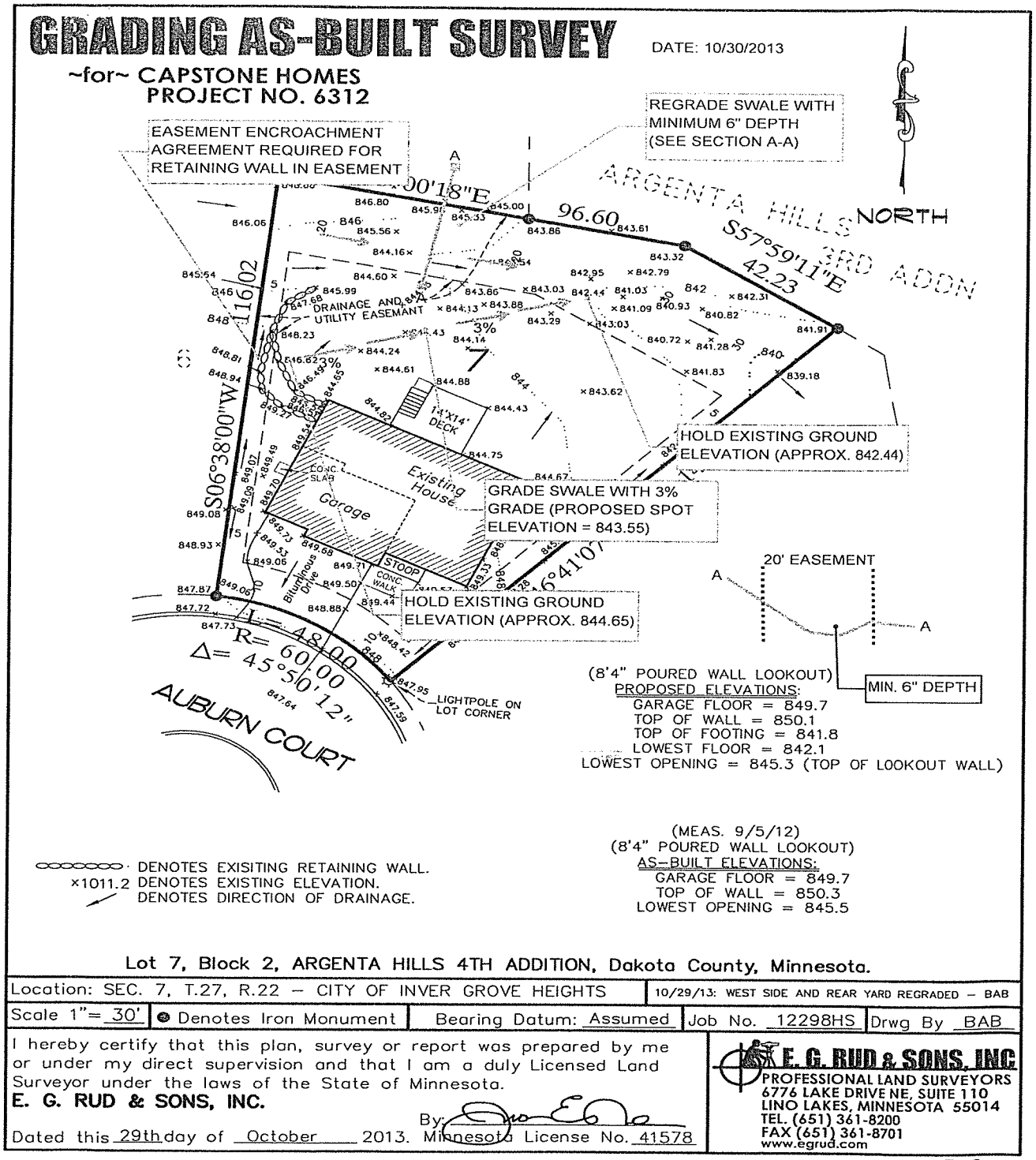
On this _____ day of November, 2013, before me a Notary Public within and for said County, personally appeared Bruce G. Grandits and Christa L. Deragisch, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.

_____
Notary Public

This instrument was drafted by:
Timothy J. Kuntz
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

After recording, please return to:
Timothy J. Kuntz
LeVander, Gillen & Miller
633 South Concord Street, Suite 400
South St. Paul, Minnesota 55075
(651)451-1831

EXHIBIT A
CONSTRUCTION PLAN



AGENDA ITEM 4I

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Approve Custom Grading Agreement for Lot 5, Block 1, Hatchard Estates, 9162 Dalton Court

Meeting Date:	November 12, 2013		Fiscal/FTE Impact:
Item Type:	Consent	X	None
Contact:	Thomas J. Kaldunski, City Engineer TJK		Amount included in current budget
Prepared by:	Thomas J. Kaldunski, 651.450.2572		Budget amendment requested
Reviewed by:	Scott D. Thureen, Public Works Director		FTE included in current complement
	SDT		New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED

Approve a Custom Grading Agreement for a new home to be built at 9162 Dalton Court.

SUMMARY

The owner of 9162 Dalton Court is affected by the City Ordinance Title 9, Chapter 5, Section 9-5-5. This Ordinance requires lots of record which do not have recorded contracts or agreements with the City to provide information to ensure the Development meets current City standards for grading, erosion control and storm water management.

The owners, Brant and Delilah Grovum, have provided the required Grading and Erosion Control Plans. An engineering escrow of $1,500 has been provided to cover any costs incurred by the City for review and inspection of the site grading. A $10,000 LOC or cash surety will be provided prior to issuance of a building permit. The owner has applied for a building permit.

It is recommended that the City Council approve the Custom Grading Agreement for 9162 Dalton Court. The owner has provided the engineering escrow.

TJK/jds
Attachments: Custom Grading Agreement

CUSTOM GRADING AGREEMENT
FOR
LOT 5, BLOCK 1, HATCHARD ESTATES
INVER GROVE HEIGHTS, MINNESOTA
DAKOTA COUNTY, MINNESOTA

CUSTOM GRADING AGREEMENT

THIS CUSTOM GRADING AGREEMENT is made and entered into on the 12th day of November, 2013, by and between the City of Inver Grove Heights, a Minnesota municipal corporation (City), and the Owner identified herein.

RECITALS:

WHEREAS, the Owner has applied to the City for approval of the Development Plans and a building permit for the Property;

WHEREAS, in conjunction with the granting of these approvals, the City requires that the Property be improved with grading, drainage and erosion control facilities and with landscaping;

WHEREAS, the Council has agreed to approve the Development Plans on the following conditions:

1. That the Owner enter into this Custom Grading Agreement, which contract defines the work which the Owner undertakes to complete; and

2. The Owner shall provide an irrevocable letter of credit in the amount and with conditions satisfactory to the City, providing for the actual construction and installation of such Improvements within the period specified by the City.

WHEREAS, the Owner has filed four (4) complete sets of the Development Plans with the City;

WHEREAS, the Development Plans have been prepared by a registered professional engineer and have been approved by the Director of PWD.

NOW, THEREFORE, subject to the terms and conditions of this Custom Grading Agreement and in reliance upon the representations, warranties and covenants of the parties herein contained, the City and Owner agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **TERMS.** The following terms, unless elsewhere defined specifically in the Custom Grading Agreement, shall have the following meanings as set forth below.

1.2 **CITY.** "City" means the City of Inver Grove Heights, a Minnesota municipal corporation.

1.3 **OWNER.** "Owner" means Brant Grovum and Delilah Grovum, husband and wife, and their successors and assigns.

1.4 DEVELOPMENT PLANS. "Development Plans" means the Certificate of Survey dated September 16, 2013, prepared by Pioneer Engineering identified in and attached to Appendix 1.

1.5 CUSTOM GRADING AGREEMENT. "Custom Grading Agreement" means this instant contract by and between the City and Owner.

1.6 COUNCIL. "Council" means the Council of the City of Inver Grove Heights.

1.7 PWD. "PWD" means the Public Works Department of the City of Inver Grove Heights.

1.8 DIRECTOR OF PWD. "Director of PWD" means the Director of the Public Works Department of the City of Inver Grove Heights and his delegatees.

1.9 COUNTY. "County" means Dakota County, Minnesota.

1.10 OTHER REGULATORY AGENCIES. "Other Regulatory Agencies" means and includes the following:

a.) Minnesota Department of Transportation

b.) Dakota County

c.) Water Management Organization

d.) State of Minnesota

e.) Minnesota Department of Natural Resources

f.) any other regulatory or governmental agency or entity affected by, or having jurisdiction over the Improvements.

1.11 UTILITY COMPANIES. "Utility Companies" means and includes the following:

a.) utility companies, including electric, gas and cable

b.) pipeline companies.

1.12 PRIOR EASEMENT HOLDERS. "Prior Easement Holders" means and includes all holders of any easements or other property interests which existed prior to the grant or dedication of any public easements transferred pursuant to this Custom Grading Agreement.

1.13 IMPROVEMENTS. "Improvements" means and includes, individually and collectively, all the improvements identified in Article 3 and on the attached Appendix 2.

1.14 OWNER DEFAULT. "Owner Default" means and includes any of the following or any combination thereof:

a.) failure by the Owner to timely pay the City any money required to be paid under this Custom Grading Agreement;

b.) failure by the Owner to timely construct the Improvements according to the Development Plans and the City standards and specifications;

c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;

d.) breach of the Owner Warranties.

1.15 FORCE MAJEURE. "Force Majeure" means acts of God, including, but not limited to floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failures, and fires or explosions.

1.16 OWNER WARRANTIES. "Owner Warranties" means that the Owner hereby warrants and represents the following:

A. **AUTHORITY.** Owner has the right, power, legal capacity and authority to enter into and perform their obligations under this Custom Grading Agreement; no approvals or consents of any persons are necessary in connection with the authority of Owner to enter into and perform their obligations under this Custom Grading Agreement.

B. **FULL DISCLOSURE.** None of the representatives and warranties made by Owner or made in any exhibit hereto or memorandum or writing furnished or to be furnished by Owner or on their behalf contains or will contain any untrue statement of material fact or omit any material fact the omission of which would be misleading.

C. **PLAN COMPLIANCE.** The Development Plans comply with all City, County, metropolitan, state and federal laws and regulations, including but not limited to subdivision ordinances, zoning ordinances and environmental regulations.

D. **FEE TITLE.** The Owner owns fee title to the Property.

E. **WARRANTY ON PROPER WORK AND MATERIALS.** The Owner warrants all work required to be performed by them under this Custom Grading Agreement against defective material and faulty workmanship for a period of two (2) years after its completion. During the warranty period the Owner shall be solely responsible for all costs of performing repair work required by the City within thirty (30) days of notification. All trees, grass, and sod shall be warranted to be alive, of good quality, and disease free for one year after planting. Any replacements shall be similarly warranted for one year from the time of planting. In addition, the warranty period for drainage and erosion control improvements shall be for two (2) years after completion; the warranty for the drainage and erosion control improvements shall also include the obligation of the Owner to repair and correct and damage to or deficiency with respect to such improvements.

1.17 CITY WARRANTIES. "City Warranties" means that the City hereby warrants and represents as follows:

A. **ORGANIZATION.** City is a municipal corporation duly incorporated and validly existing in good standing under the laws of the State of Minnesota.

B. **AUTHORITY.** City has the right, power, legal capacity and authority to enter into and perform its obligations under this Custom Grading Agreement.

1.18 FORMAL NOTICE. "Formal Notice" means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail in a sealed envelope, by certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows:

If to City:
City of Inver Grove Heights
Attention: City Administrator
Inver Grove Heights City Hall
8150 Barbara Avenue
Inver Grove Heights, MN 55077

If to Owner:
Brant Grovum and Delilah Grovum
4055 78th Street East
Inver Grove Heights, MN 55076

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

1.19 PROPERTY. Property means the real property located in the City of Inver Grove Heights, Dakota County, Minnesota legally described as follows:

Lot 5, Block 1, Hatchard Estates, Dakota County, Minnesota.

ARTICLE 2
APPROVAL OF DEVELOPMENT PLANS

2.1. APPROVAL OF DEVELOPMENT PLANS. Subject to the terms and conditions of this Custom Grading Agreement, the recitals above, and all other applicable City Code provisions the City hereby approves the Development Plans.

2.2 RECORDING. This Custom Grading Agreement shall be recorded with the County Recorder within thirty (30) days from the date of this Custom Grading Agreement. No certificate of occupancy for the Property shall be issued unless the Owner shows evidence to the City that this Custom Grading Agreement has been recorded with the County Recorder.

ARTICLE 3
IMPROVEMENTS

3.1 IMPROVEMENTS. The Owner shall install, at its own cost, the Improvements in accord with the Development Plans. The Improvements shall be completed by the dates shown on Appendix 2, except as completion dates are extended by subsequent written action of the Director of PWD. Failure of the City to promptly take action to enforce this Custom Grading Agreement after expiration of time by which the Improvements are to be completed shall not waive or release any rights of the City; the City may take action at any time thereafter, and the terms of this contract shall be deemed to be automatically extended until such time as the Improvements are completed to the City's satisfaction.

3.2 GROUND MATERIAL. The Owner shall insure that adequate and suitable ground material shall exist in the areas of private driveways and utility improvements and shall guarantee the removal, replacement or repair of substandard or unstable material. The cost of removal, replacement or repair is the responsibility of the Owner.

3.3 GRADING/DRAINAGE PLAN. The Owner shall construct drainage facilities in accord with the Development Plans. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans.

3.4 BOULEVARD AND AREA RESTORATION. The Owner shall seed or lay cultured sod in all boulevards within 30 days of the completion of street related improvements and restore all other areas disturbed by the development grading operation in accordance with the approved erosion control plan. Upon request of the PWD, the Owner shall remove the silt fences after grading and construction have occurred.

3.5 STREET MAINTENANCE, ACCESS AND REPAIR. The Owner shall clear, on a daily basis, any soil, earth or debris from the streets and wetlands within or adjacent to the Property resulting from the grading or building on the land within the Property by the Owner or their agents, and shall repair to the City's specifications any damage to bituminous surfacing resulting from the use of construction equipment.

3.6 LANDSCAPING. Site landscaping shall be in accordance with the Development Plans.

3.7 PAVING OF DRIVEWAY. The Owner must pave the driveway per City requirements.

3.8 EROSION CONTROL. The Owner shall provide and follow a plan for erosion control and pond maintenance in accord with the Best Management Practices (BMP) as delineated in the Minnesota Pollution Control Agency handbook titled Water Quality in Urban Areas. Such plan shall be detailed on the Development Plans and shall be subject to approval of the Director of PWD. The Owner shall install and maintain such erosion control structures as appear necessary under the Development Plans or become necessary subsequent thereto. The Owner shall be responsible for all damage caused as the result of grading and excavation within the Property including, but not limited to, restoration of existing control structures and clean-up of public right-of-way, until the Property is final graded and Improvements are completed. As a portion of the erosion control plan, the Owner shall re-seed or sod any disturbed areas in accordance with the Development Plans. The City reserves the right to perform any necessary erosion control or restoration as required, if these requirements are not complied with after Formal Notice by the City as stated in Article 9. The Owner shall be financially responsible for payment for this extra work.

3.9 GRADING/DRAINAGE PLAN AND EASEMENTS. The Owner shall construct drainage facilities adequate to serve the Property in accord with the Development Plans. The grading and drainage plan shall include lot and building elevations, drainage swales to be sodded, storm sewer, catch basins, erosion control structures and ponding areas necessary to conform with the overall City storm sewer plan. The grading of the site shall be completed in conformance with the Development Plans. In the event that the Owner fails to complete the grading of the site in conformance with the Development Plans by the stipulated date, the City may declare the Owner in default pursuant to Article 9.

3.10 AS BUILT INFORMATION. One (1) copy, on polyester film, of the detailed record plan "as built" drawings of the Improvements shall be provided by the Owner in accord with City standards no later than 90 days after completion of the Improvements, unless otherwise approved in writing by the PWD.

Final as-built information shall be submitted in an electronic format compatible with the CITY'S Geographic Information System (GIS). All information must be on the Dakota County coordinates system. Compatible formats are AUTOCAD .DWG or .DXF files on compact disk. As-built drawings shall also be scanned and stored as images in .TIFF or .PDF files on compact disk. Note: All corrected links, grades and elevations shall have a line drawn through the original text and the new information placed nearby; the original information or text shall not be erased.

ARTICLE 4
OTHER PERMITS

4.1 PERMITS. The Owner shall obtain all necessary approvals, permits and licenses from the City, the Other Regulatory Agencies, the Utility Companies, and the Prior Easement Holders. Major design requirements of any such entities shall be determined prior to completion and incorporated into the Development Plans. All costs incurred to obtain the approvals, permits and licenses, and also all fines or penalties levied by any agency due to the failure of the Owner to obtain or comply with conditions of such approvals, permits and licenses, shall be paid by the Owner. The Owner shall defend and hold the City harmless from any action initiated by the Other Regulatory Agencies, the Utility Companies and the Prior Easement Holders resulting from such failures of the Owner.

ARTICLE 5
RESPONSIBILITY FOR COSTS

5.1 IMPROVEMENT COSTS. The Owner shall pay for the Improvements; that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same; and the City shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the City shall have approved the contract or subcontract.

5.2 CITY MISCELLANEOUS EXPENSES. The Owner shall reimburse the City for all engineering, administrative, legal and other expenses incurred or to be incurred by the City in connection with this Custom Grading Agreement. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent per year.

5.3 ENFORCEMENT COSTS. The Owner shall pay the City for costs incurred in the enforcement of this Custom Grading Agreement, including engineering and attorneys' fees.

5.4 TIME OF PAYMENT. The Owner shall pay all bills from the City within thirty (30) days after billing. Bills not paid within thirty (30) days shall bear interest at the rate of 8% per year.

ARTICLE 6
OWNER WARRANTIES

6.1 STATEMENT OF OWNER WARRANTIES. The Owner hereby makes and states the Owner Warranties.

ARTICLE 7
CITY WARRANTIES

7.1 STATEMENT OF CITY WARRANTIES. The City hereby makes and states the City Warranties.

ARTICLE 8
INDEMNIFICATION OF CITY

8.1 INDEMNIFICATION OF CITY. Owner shall indemnify, defend and hold the City, its Council, agents, employees, attorneys and representatives harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties and attorneys' fees, that the City incurs of suffers, which arise out of, result from or relate to:

a.) breach by the Owner of the Owner Warranties;

b.) failure of the Owner to timely construct the Improvements according to the Development Plans and the City ordinances, standards and specifications;

c.) failure by the Owner to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Custom Grading Agreement;

d.) failure by the Owner to pay contractors, subcontractors, laborers, or materialmen;

e.) failure by the Owner to pay for materials;

f.) approval by the City of the Development Plans;

g.) failure to obtain the necessary permits and authorizations to construct the Improvements;

h.) construction of the Improvements;

i.) delays in construction of the Improvements;

j.) all costs and liabilities arising because building permits were issued prior to the completion and acceptance of the Improvements.

ARTICLE 9
CITY REMEDIES UPON OWNER DEFAULT

9.1 CITY REMEDIES. If an Owner Default occurs that is not caused by Force Majeure, the City shall give the Owner Formal Notice of the Owner Default and the Owner shall have ten (10) business days to cure the Owner Default. If the Owner, after Formal Notice to it by the City, does not cure the Owner Default within ten (10) business days, then the City may avail itself of any remedy afforded by law and any of the following remedies:

a.) the City may specifically enforce this Custom Grading Agreement;

b.) the City may collect on the irrevocable letter of credit or cash deposit pursuant to Article 10 hereof;

c.) the City may suspend or deny building and occupancy permits for buildings within the Property;

d.) the City may, at its sole option, perform the work or improvements to be performed by the Owner, in which case the Owner shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City.

9.2 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event any agreement contained in this Custom Grading Agreement is breached by the Owner and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder. All waivers by the City must be in writing.

9.3 NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the City shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Custom Grading Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than the Formal Notice.

9.4 EMERGENCY. Notwithstanding the requirement contained in Section 9.1 hereof relating to Formal Notice to the Owner in case of a Owner Default and notwithstanding the requirement contained in Section 9.1 hereof relating to giving the Owner a ten (10) business day period to cure the Owner Default, in the event of an emergency as determined by the Director of PWD, resulting from the Owner Default, the City may perform the work or improvement to be performed by the Owner without giving any notice or Formal Notice to the Owner and without giving the Owner the ten (10) day period to cure the Owner Default. In such case, the Owner shall within thirty (30) days after written billing by the City reimburse the City for any and all costs incurred by the City.

ARTICLE 10
ESCROW DEPOSIT

10.1 ESCROW REQUIREMENT. Contemporaneously herewith, the Owner shall deposit with the City an irrevocable letter of credit, or cash deposit for the amount of $10,000 ("Escrow Amount").

The bank and form of the irrevocable letter of credit, or cash deposit shall be subject to approval by the City Finance Director and City Attorney and shall continue to be in full force and effect until released by the CITY. The irrevocable letter of credit shall be for a term ending

December 31, 2016. In the alternative, the letter of credit may be for a one year term provided it is automatically renewable for successive one year periods from the present or any future expiration dates with a final expiration date of December 31, 2016, and further provided that the irrevocable letter of credit states that at least sixty (60) days prior to the expiration date the bank will notify the City that if the bank elects not to renew for an additional period. The irrevocable letter of credit shall secure compliance by the Owner with the terms of this Custom Grading Agreement. The City may draw down on the irrevocable letter of credit or cash deposit, without any further notice than that provided in Section 9.1 relating to an Owner Default, for any of the following reasons:

a.) an Owner Default; or

b.) upon the City receiving notice that the irrevocable letter of credit will be allowed to lapse before December 31, 2016.

The City shall use the escrow proceeds to reimburse the City for its costs and to cause the Improvements to be constructed to the extent practicable; after the Director of PWD determines that such Improvements have been constructed and after retaining 10% of the proceeds for later distribution pursuant to Section 10.2, the remaining proceeds shall be distributed to Owner.

With City approval, the irrevocable letter of credit or cash deposit may be reduced pursuant to Section 10.2 from time to time as financial obligations are paid.

10.2 <u>ESCROW RELEASE AND ESCROW INCREASE.</u>

Periodically, upon the Owner's written request and upon completion by the Owner and acceptance by the City of any specific Improvements, ninety percent (90%) of that portion of the irrevocable letter of credit, or cash deposit covering those specific completed improvements only shall be released. The final ten percent (10%) of that portion of the irrevocable letter of credit, or cash deposit, for those specific completed improvements shall be held until acceptance by the City and expiration of the warranty period under Section 1.17 hereof; in the alternative, the Owner may post a bond satisfactory to the City with respect to the final ten percent (10%).

10.3 <u>ENGINEERING ESCROW AMOUNT.</u> In addition, the Owner shall deposit $1,500 in cash with the City (hereafter "Engineering Escrow Amount") contemporaneously with execution of this Agreement.

The Engineering Escrow Amount shall be used to pay the City for engineering review and inspection expenses, attorney's fees, consultant fees, erosion and sediment control expenses, staff review time associated with coordination, review, design, preparation and inspection of the Development Plans, the Improvements, and this Agreement and other associated City costs. Fees will be calculated at the City's standard rates charged for such tasks.

The Engineering Escrow Amount shall also be available to the City to pay for deficiencies and problems related to grading, drainage and erosion control and landscaping on the Owner Property in the event such problems and deficiencies arise. The City may also use the Engineering Escrow Amount to correct any such deficiencies or problems or to protect against

further deficiencies or problems.

The City shall return to the Owner any remaining Engineering Escrow Amount when all the following events have occurred:

a.) all of the landscaping and vegetation has been established to the sole satisfaction of the City.

To the extent the engineering inspection charges or the amount needed to correct the deficiencies and problems relating to grading, drainage, erosion control, or landscaping exceed the initially deposited $1,500 Engineering Escrow Amount, the Owner is responsible for payment of such excess within thirty (30) days after billing by the City.

ARTICLE 11
MISCELLANEOUS

11.1 CITY'S DUTIES. The terms of this Custom Grading Agreement shall not be considered an affirmative duty upon the City to complete any Improvements.

11.2 NO THIRD PARTY RECOURSE. Third parties shall have no recourse against the City under this Custom Grading Agreement.

11.3 VALIDITY. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Custom Grading Agreement is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of this Custom Grading Agreement.

11.4 RECORDING. Within 30 days from the date of this Custom Grading Agreement, the Custom Grading Agreement shall be recorded by the Owner with the County Recorder and the Owner shall provide and execute any and all documents necessary to implement the recording.

11.5 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this recordable Custom Grading Agreement shall run with the Property and shall be binding upon the heirs, successors, administrators and assigns of the Owner. This Custom Grading Agreement shall also apply to all after-acquired title of the Owner in the Property.

11.6 ASSIGNMENT. The Owner may not assign this Custom Grading Agreement without the written permission of the Council. The Owner's obligations hereunder shall continue in full force and effect, even if the Owner sells the Property.

11.7 AMENDMENT AND WAIVER. The parties hereto may by mutual written agreement amend this Custom Grading Agreement in any respect. Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Custom Grading Agreement or in any document delivered pursuant hereto which inaccuracies would otherwise constitute a breach of this Custom Grading Agreement, waive compliance by another with any of the covenants contained in this Custom Grading Agreement, waive performance of any obligations by the other or waive the

fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Custom Grading Agreement. Any agreement on the part of any party for any such amendment, extension or waiver must be in writing. No waiver of any of the provisions of this Custom Grading Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

11.8 **GOVERNING LAW.** This Custom Grading Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

11.9 **COUNTERPARTS.** This Custom Grading Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

11.10 **HEADINGS.** The subject headings of the paragraphs and subparagraphs of this Custom Grading Agreement are included for purposes of convenience only, and shall not affect the construction of interpretation of any of its provisions.

11.11 **INCONSISTENCY.** If the Development Plans are inconsistent with the words of this Custom Grading Agreement or if the obligation imposed hereunder upon the Owner are inconsistent, then that provision or term which imposes a greater and more demanding obligation on the Owner shall prevail.

11.12 **ACCESS.** The Owner hereby grants to the City, its agents, employees, officers, and contractors a license to enter the Property to perform all work and inspections deemed appropriate by the City during the installation of Improvements.

[the remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Custom Grading Agreement.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 12th day of November, 2013, before me a Notary Public within and for said County, personally appeared George Tourville and Melissa Kennedy to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and Deputy City Clerk of the City of Inver Grove Heights, the municipality named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and Deputy City Clerk acknowledged said instrument to be the free act and deed of said municipality.

_____
Notary Public

OWNER:

Brandt Grovum

Brandt Grovum

Delilah Grovum

Delilah Grovum

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

On this 5th day of November, 2013, before me a Notary Public within and for said County, personally appeared Brandt Grovum and Delilah Grovum, husband and wife, to me personally known to be the persons described in and who executed the foregoing instrument and they acknowledged that they executed the same as their free act and deed.

ANDREW M. RENNERFELDT
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2015

Notary Public

THIS INSTRUMENT DRAFTED BY:
LeVander, Gillen, & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

AFTER RECORDING, PLEASE RETURN DOCUMENT TO:
LeVander, Gillen & Miller, P.A.
633 South Concord Street, Suite 400
South St. Paul, MN 55075
(651) 451-1831

APPENDIX 1
LIST OF DEVELOPMENT PLANS

PLAN	DATE OF PLAN PREPARATION	PREPARED BY
Certificate of Survey	9/16/13 **	Pioneer Engineering

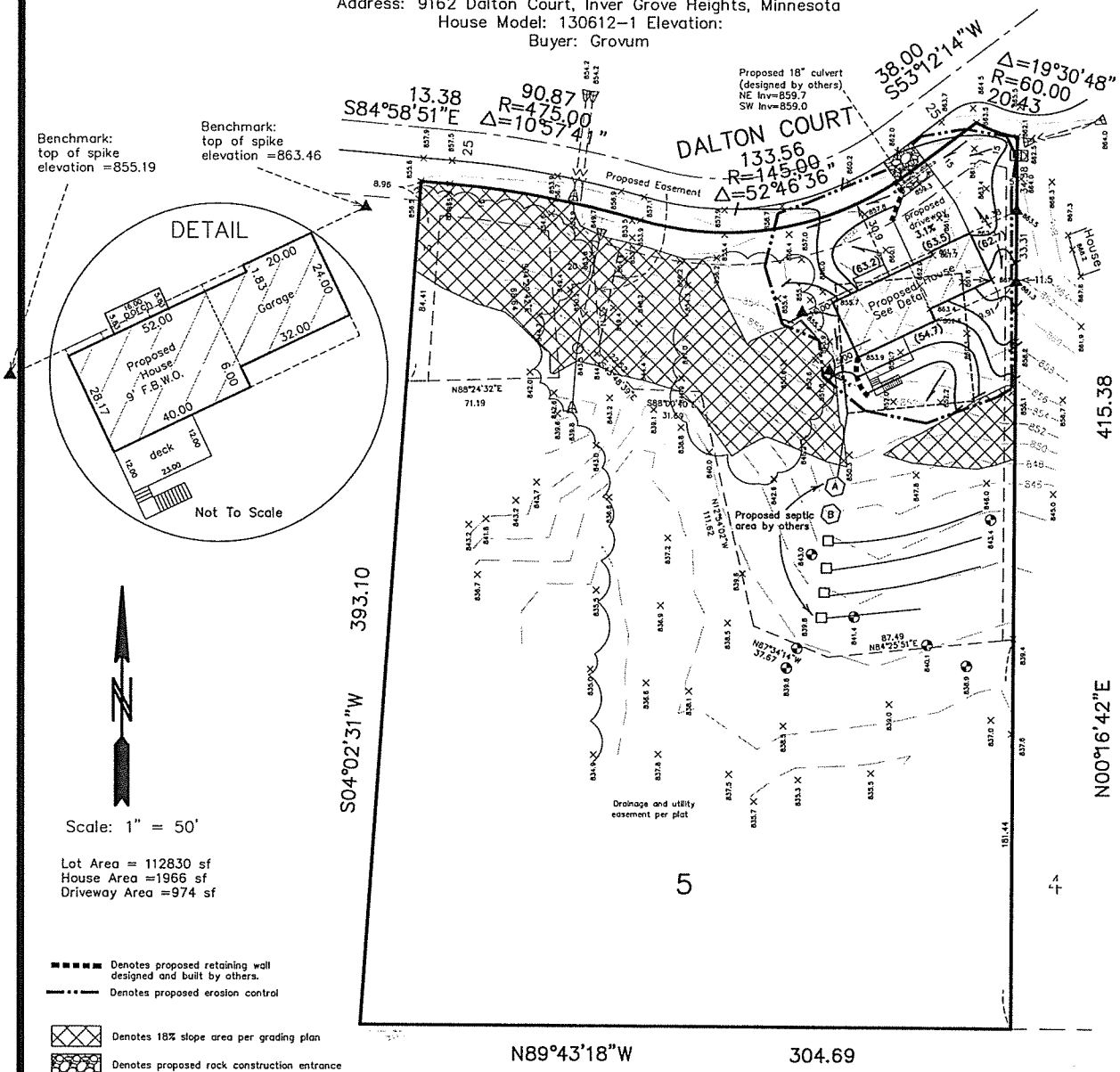
** Revised on September 17, 2013, October 10, 2013, October 14, 2013, October 30, 2013 and November 5, 2013.

The above-listed plan was approved by the City Engineer on November 5, 2013.

Lot 5, Block 1, HATCHARD ESTATES

according to the recorded plat thereof Dakota County, Minnesota

Address: 9162 Dalton Court, Inver Grove Heights, Minnesota
House Model: 130612-1 Elevation:
Buyer: Grovum



Lot Area = 112830 sf
House Area =1966 sf
Driveway Area =974 sf

Denotes proposed retaining wall designed and built by others.
Denotes proposed erosion control
Denotes 18% slope area per grading plan
Denotes proposed rock construction entrance
X 000.00 Denotes existing elevation
(000.00) Denotes proposed elevation
Denotes drainage flow direction
Denotes spike

Construction Notes:
1. Install rock construction entrance.
2. Install silt fence as needed for erosion control.
3. Sidewalks shall drain away from house a minimum of 1.0%.
4. Contractor must verify driveway design.
5. Contractor must verify service elevation prior to construction.
6. Add or remove foundation ledge as required.

General Notes:
1. Grading plan by Loucks/McLagan last dated 8/12/05 was used to determine proposed elevations shown herein.
2. This survey does not purport to show improvements or encroachments, except as shown, as surveyed by me or under my direct supervision.
3. Proposed building dimensions shown are for horizontal location of structures on the lot only. Contact builder prior to construction for approved construction plans.
4. No specific soils investigation has been performed on this lot by the surveyor. The suitability of soils to support the specific house proposed is not the responsibility of the surveyor.
5. This certificate does not purport to show easements other than those shown on the recorded plat.
6. Bearings shown are based on an assumed datum.

House elevations	(Proposed) / As-built
Lowest Floor Elevation	:(855.2) /
Top Of Foundation Elev.	:(863.9) /
Garage Slab Elev. @ Door	:(863.5) /

We hereby certify to McDonald Construction Inc that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota, dated 09/16/13.

Signed: Pioneer Engineering, P.A.

BY: _____
Peter J. Hawkinson, Professional Land Surveyor
Minnesota License No. 42299
email-phawkinson@pioneereng.com

PIONEER engineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive
Mendota Heights, MN 55120
Ph.: (651) 681-1914
Fax: (651) 681-9488
www.pioneereng.com

Revisions:
1.) 9-17-13 Stake House
2.) 10-10-13 Move House
3.) 10-14-13 Restake House
4.) 10-30-13 Add Septic Area
5.) 11-05-13 City Revisions

Project #: 113259000
Folder #: 7597 Drawn by: TSS

Certificate of Survey for:
McDonald Construction Inc

7601 145th St W
Apple Valley, MN 55124-7599
Phone: (952) 432-7601 / Fax: (952) 432-1368

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APPENDIX 2
IMPROVEMENTS

The items checked with an "X" below are the Improvements.

CHECKED	COMPLETION DATE	IMPROVEMENT
X	Prior to obtaining building permit	grading, drainage, and sediment & erosion control
X	Prior to Certificate of Occupancy	As-built Certificate of Survey
X	Within 6 months after Certificate of Occupancy	landscaping

LEVANDER,
GILLEN &
MILLER, P.A.
ATTORNEYS AT LAW

TIMOTHY J. KUNTZ
DANIEL J. BEESON
*KENNETH J. ROHLF
○STEPHEN H. FOCHLER
◇JAY P. KARLOVICH
ANGELA M. LUTZ AMANN
*KORINE L. LAND
□*DONALD L. HOEFT
DARCY M. ERICKSON
DAVID S. KENDALL
BRIDGET McCAULEY NASON
DAVID B. GATES
•
HAROLD LEVANDER
1910-1992
•
ARTHUR GILLEN
1919-2005
•
• ROGER C. MILLER
1924-2009

*ALSO ADMITTED IN WISCONSIN
◇ALSO ADMITTED IN NORTH DAKOTA
○ALSO ADMITTED IN MASSACHUSETTS
□ALSO ADMITTED IN OKLAHOMA

MEMO

TO: **Mayor and Council Members**
FROM: **Timothy J. Kuntz and David B. Gates, City Attorneys**
DATE: November 4, **2013**
RE: **Updated Memo re General Obligation Bond Proceeds Grant Agreement for Tree Removal and Replanting or Planting for Diversity**

Section 1. Background: In recent years, the City Council has authorized the Parks & Recreation Department to take action against the anticipated effects of the Emerald Ash Borer, an invasive species of insect that kills ash trees. To date, the City has spent a total of $46,000 to remove ash trees and replace them with other native species, in order to reduce the effect of the Emerald Ash Borer and slow its spread. This amount includes $40,000 in cash spending as well as an in-kind contribution of trees from the City's tree nursery, valued at $6,000.

At the time the City applied for the grant, City staff anticipated carrying out work for this project on the following City properties:

- The Veterans Memorial Community Center and adjacent Public Works Property;
- Inver Wood Golf Course;
- Sleepy Hollow Park;
- Arbor Pointe Park;
- Ernster Park;
- Groveland Park;
- Salem Hills Park; and
- Dehrer Park.

The City has completed all of this work, although no work was ultimately done at Dehrer Park.

The City is eligible to receive $25,000 in grant money from the State of Minnesota, acting through the Department of Natural Resources (the "State") to reimburse it for a portion of the work. The City became eligible for the grant by a 2012 agreement between the City and State, known as the "General Obligation Bond Proceeds Grant Agreement for Tree Removal and Replanting or Planting for Diversity" (the "Grant Agreement") with the State.

633 SOUTH CONCORD STREET • SUITE 400 • SOUTH SAINT PAUL, MINNESOTA 55075 • 651-451-1831 • FAX 651-450-7384
OFFICE ALSO LOCATED IN SPOONER, WISCONSIN

To receive the grant, the City must record with Dakota County certain restrictions against affected City property. The proposed Declaration of Restrictions ("Declaration") reaffirms the City's obligation to abide by all terms of the Grant Agreement.

The Declaration also prevents the City from selling, mortgaging, encumbering, or otherwise disposing any of the affected property without the written approval of the State, for a period of 37.5 years, beginning May 4, 2012, the execution date of the Agreement. Under the terms of the Grant Agreement, the City would have to repay the grant if it violated any of the terms of this provision.

Section 2. Golf Course Parcels: To avoid encumbering all of the property listed above, the Parks & Recreation Director contacted the State and confirmed that the City could deem the work performed on the Inver Wood Golf Course to have been done with only City money, and none of the $25,000 State grant money. In that event, the Declaration would not need to include the golf course.

As a result, the proposed resolution and Declaration have been revised to remove any reference to the golf course.

Section 3. Recommendation: The Parks & Recreation Director and the Office of the City Attorney recommend that the Council approve the resolution which authorizes the Mayor and Deputy City Clerk to execute the revised Declaration, and requires the City Attorney to record the Declaration with Dakota County property records and then deliver the original document to the Minnesota Department of Natural Resources after recording.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. 13-___

A RESOLUTION AUTHORIZING THE EXECUTION OF THE DECLARATION OF CONDITIONS AND RESTRICTIONS RELATED TO THE STATE FOREST BONDING GRANT UPON CERTAIN CITY PARKS AND OTHER CITY PROPERTY

WHEREAS, the City is the fee title owner of the following properties, as legally described on Exhibit A, and commonly known as follows:

- Veterans Memorial Community Center;
- City of Inver Grove Heights Public Works Property;
- Sleepy Hollow Park;
- Arbor Pointe Park;
- Ernster Park;
- Groveland Park; and
- Salem Hills Park

(together, the "Affected Properties").

WHEREAS, the City executed a General Obligation Bond Proceeds Grant Agreement for Tree Removal and Replanting or Planting for Diversity dated April 11, 2012, (the "Agreement") with the State of Minnesota, acting through the Department of Natural Resources (the "State").

WHEREAS, pursuant to the Agreement, the City is to receive funding from the State to plant publicly-owned shade trees on public land; provide environmental benefits, replace trees lost to forest pests, disease, or storm; or establish a more diverse community forest better able to withstand disease and forest pests.

WHEREAS, the Agreement imposes upon the City the obligation of recording certain conditions and restrictions against the Affected Properties for the duration of the Agreement, and delivering the original recorded instrument to the State of Minnesota, acting through the Department of Natural Resources and the Forestry Community Forest Bonding Grant Program.

WHEREAS, the City has created a Declaration of Conditions and Restrictions on the Affected Properties ("Declaration") that requires the City to comply with the terms, conditions, provisions, and limitations contained in the Agreement and restricts the City from selling, mortgaging, encumbering, or otherwise disposing of the Affected Properties without the approval of the Commissioner of Minnesota Management and Budget.

WHEREAS, a written copy of the Declaration is attached hereto and incorporated herein as Exhibit 1B.

NOW THEREFORE, BE IT RESOLVED BY THE INVER GROVE HEIGHTS CITY COUNCIL:

1. The Declaration is hereby approved.

2. The Mayor is hereby authorized to execute the Declaration on behalf of the City.

3. The City Attorney is hereby authorized to arrange for the filing and recording and/or registration of the Declaration with the Dakota County Recorder and/or Registrar of Titles, including the payment of any recording and/or registration fees on behalf of the City, at the City's expense.

4. After approval and recording and/or registration by the Dakota County Recorder and/or Registrar of Titles, the City Attorney is hereby authorized to deliver the original recorded Declaration to the Minnesota Department of Natural Resources Forestry Community Forest Bonding Grant Program.

Passed this _____ day of _____, 2013.

_____
George Tourville, Mayor

Attest:

_____
Melissa Rheaume, Deputy City Clerk

ATTACHMENT IB

DECLARATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned has the following interest in the real property located in the County of Dakota, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively referred to as the "Restricted Property"):

(Check the appropriate box.)

[X] a fee simple title, or

[ ] an easement,

and as owner of such fee title or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

A. The Restricted Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and

B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in the General Obligation Bond Proceeds Grant Agreement for Tree Removal and Replanting or Planting For Diversity between the Department of Natural Resources and City of Inver Grove Heights dated April 11, 2012 (the "G.O. Grant Agreement").

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Property Declaration for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of the Department of Natural Resources and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

The City of Inver Grove Heights,
a political subdivision of the State of Minnesota

By: _____
Name: George Tourville
Title: Its Mayor

Dated: November 12, 2013

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

STATE OF MINNESOTA)
) ss:
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 12 th day of November, 2013, by George Tourville, the Mayor of City of Inver Grove Heights, a political subdivision of the State of Minnesota, and by Melissa Kennedy, the Deputy City Clerk of City of Inver Grove Heights, a political subdivision of the State of Minnesota.

_____
Notary Public

This instrument was drafted by:

Ken Holman
Community Forest Program Coordinator
Minnesota Department of Natural Resources
Division of Forestry
500 Lafayette Road
St. Paul, MN 55155-4044

EXHIBIT A

Parcel 1 – Veterans Memorial Community Center

Lot 2, Block 1, Inver Grove Heights Civic Center, Dakota County Minnesota, according to the recorded plat thereof.

Parcel 2 – City of Inver Grove Heights Public Works Property

Lot 1, Block 2, Inver Grove Heights Civic Center, Dakota County Minnesota, according to the recorded plat thereof.

Parcel 3 – Sleepy Hollow Park

Lots 5 and 6, Block 4, Cukier 2nd Addition, according to the plat on file in the Office of the Dakota County Recorder.

Together with:

That part of the East 373.00 feet of the West ½ of the West ½ of the Northeast ¼ of Section 15, Township 27 North, Range 22 West, Dakota County, Minnesota, which lies southerly of Cukier 2nd Addition according to the plat on file in the Office of the Register of Titles in and for said Dakota County, containing 4.20 acres more or less;

Together with:

That part of the East 373.00 feet of the West ½ of the Northwest ¼ of the Southeast ¼ of Section 15, Township 27 North, Range 22 West, Dakota County, Minnesota, which lies northerly of the westerly extension of the north line of 84th Street East, according to the plat of Sleepy Hollow on file in the Office of the County Recorder in and for said Dakota County, containing 0.28 acres more or less.

Together with:

That part of the plat of Sleepy Hollow, Dakota County, Minnesota, dedicated for park purposes, according to the plat on file in the Office of the Dakota County Recorder, and described as follows:

> Commencing at the northwest corner of Lot 1, Block 6, said plat; thence southerly along the west line of said Block 6 to the northeast corner of Lot 9, Block 6, said plat; thence westerly along the north line of Lots 9 and 10, Block 6, said plat, to the northwest corner of said Lot 10; thence southerly along the west line of Lot 10, Block 6, said plat to the north line of 84th Street East, as platted; thence westerly along the north line of 84th Street East, as platted, to its intersection with

the west line of the plat of Sleepy Hollow; thence northerly along the west line of the plat of Sleepy Hollow to the southwest corner of Lot 4, Block 10, said plat; thence westerly along the south line of said Lot 4 to its intersection with the southerly and westerly line of Comstock Way, as platted; thence southeasterly along the southerly and westerly line of Comstock Way, as platted, to the northwest corner of Lot 1, Block 6, said plat, and the point of beginning.

Parcel 4 – Arbor Pointe Park

Outlot A, Orchard Meadows, according to the plat thereof on file and of record in the office of the County Recorder and/or Registrar of Titles, Dakota County, Minnesota.

Parcel 5 – Ernster Park

That part of Government Lot 6, Section 11, Township 27 North, Range 22 West of the 4th Prime Meridian, Dakota County, Minnesota, described as follows:

Commencing at the West quarter corner of said Section 11; thence Easterly along the East-West centerline of said Section 11, a distance of 740.52 feet to the center line of S.T.H. No. 56; thence North 6 degrees 50 minutes 28 seconds East (assuming the West line of the Southwest ¼ of said Section 11 has a bearing of North 0 degrees 01 minutes 00 seconds West) along said center line a distance of 439.74 feet to the South line of the North 2/3 of the Southwest ¼ of the Northwest ¼ of said Section 11; thence South 89 degrees 06 minutes 42 seconds East along said South line of the North 2/3 of the Southwest ¼ of the Northwest ¼ of said Section 11; thence South 89 degrees 06 minutes 42 seconds East along said South line of the North 2/3 and said line extended East 551.88 feet; thence South 4 degrees 34 minutes 07 seconds East, 413.27 feet; thence North 89 degrees 44 minutes 32 seconds East, 484.25 feet to the center line of County Road No. 77; thence South 10 degrees 10 minutes 17 seconds East along the centerline of County Road No. 77 a distance of 272.97 feet; thence Southerly and Southwesterly along the center line of County Road No. 77 on a tangential curve concave to the Northwest, radius 571.10 feet, central angle 71 degrees 16 minutes 46 seconds a distance of 710.49 feet; thence South 61 degrees 06 minutes 29 seconds West along the center line of County Road No. 77, tangent to said curve, 253.90 feet; thence South 59 degrees 41 minutes 28 seconds West along the center line of County Road No. 77 a distance of 476.50 feet; thence South 59 degrees 41 minutes 28 seconds West, along the Southwesterly production of the last course, 27.33 feet; thence Southwesterly along a tangential curve concave to the Southeast, radius 954.93 feet, central angle 9 degrees 08 minutes 09 seconds a distance of 152.26 feet, more or less to the intersection with the South line of the Northwest ¼ of the Southwest ¼ of said Section 11; thence South 89degrees 06 minutes 52 seconds East along said South line of the Northwest ¼ of the Southwest ¼ and the north line of Government Lot 5, said Section 11, a distance

of 788.80 feet; thence South 10 degrees 23 minutes 42 seconds East, 511.52 feet; thence South 89 degrees 06 minutes 52 seconds East, 559.72 feet to the Westerly right-of-way line of the Chicago and North Western Transportation Company; thence North 10 degrees 23 minutes 42 seconds West, 639.64 feet along the Westerly right-of-way line of the Chicago and North Western Transportation Company to a Judicial Landmark and the actual point of beginning of the parcel to be described:

> Thence South 79 degrees 36 minutes 18 seconds West, a distance of 100.00 feet to a line that is parallel with and 100.00 feet distant from said Westerly right-of-way line of the Chicago and North Western Transportation Company; thence North 10 degrees 23 minutes 42 seconds West, along said parallel line of the Westerly right-of-way line of the Chicago and North Western Transportation Company, a distance of 238.00 feet to the Southerly right-of-way line of Merrimac Road, now known as 77th street, thence Southeasterly, along said Southerly right-of-way line of 77th Street, to its intersection with the Westerly right-of-way line of the Chicago and North Western Transportation Company; thence South 10 degrees 23 minutes 42 seconds East, along said Westerly right-of-way line of the Chicago and North Western Transportation Company, a distance of 174.48 feet to the point of beginning.

Together with:

That part of the of Section 11, Township 27 North, Range 22 West, Dakota County, Minnesota, described as follows:

> Commencing at a point in the center of old S.T. Highway No. 53, now known as Dickman Trail, and the intersection of the old Merrimac Road, said point being located as follows: Commencing at a point on the South line of the Northwest Quarter of the Southwest Quarter of Section 11, Township 27, Range 22, said point being the center line of old Highway No. 53 and 838.5 feet East of the West line of said Section 11, thence Northeasterly at an angle of 30°00' which is also North 60°00' East 400 feet to said point of beginning; thence North 71°30' East 330 feet, thence North 78°00' East 235 feet, thence North 66°30' East 148 feet, thence South 69°30' East 280 feet to the West line of the Chicago, Great Western R.R. right of way, thence North 10°20' West along the West line of said right of way 130.30 feet, thence 508.2 feet to center line of said old Highway No. 53, thence South 30°' West along center line of said Highway 476.3 feet to point of beginning, containing 1.45 Acres more or less;

AND

> Commencing at a point on the South line of the Northwest Quarter of the Southwest Quarter of Section 11, Township 27, Range 22, said point being the

center line of old Highway No. 53 and 838.5 feet East of the West line of said Section 11, thence Northeasterly at an angle of 30°00' which is also North 60°00' East 400 feet to the center line of the old Merrimac Road, thence North 71°30' East 330 feet, thence North 78°00' East 235 feet, thence North 66°30' East 148 feet, thence South 69°30' East 280 feet to the West line of the Chicago, Great Western R.R. right of way, thence South 10°20' East along the West line of said right of way 315.07 feet to the South line of Government Lot 6 in said Section 11, thence West along the South line of said Government Lot 6, 1347 feet to point of beginning, containing 7.88 Acres more or less;

EXCEPTING THEREFROM:

That part of Government Lot 6, Section 11, Township 27 North, Range 22 West of the 4th P.M., described as follows:

Commencing at the West ¼ corner of said Section 11, thence Easterly along the East-West center line of said Section 11, a distance of 740.52 feet to the center line of S.T.H. No. 56; thence North 6°50'28" East (assuming the West line of the Southwest ¼ of said Section 11 has a bearing of North 0°01'00" West along said center line a distance of 439.74 feet to the South line of the North 2/3 of the Southwest ¼ of the Northwest ¼ of said Section 11; thence South 89°06'42" East along said South line of the North 2/3 and said line extended East 551.88 feet; thence South 4°34'07" East, 413.27 feet; thence North 89°44'32" East, 484.25 feet to the center line of County Road No. 77; thence South 10°10'17" East along the center line of County Road No. 77 a distance of 272.97 feet; thence Southerly and Southwesterly along the center line of County Road No. 77 on a tangential curve concave to the South 61°06'29" West along the center line of County Road No. 77 on a tangential curve concave to the Northwest, radius 571.10 feet, central angle 71°16'46" a distance of 710.49 feet; thence South 61°06'29" West along the center line of County Road No. 77, tangent to said curve, 253.90 feet; thence South 59°41'28" West, along the center line of County Road No. 77 a distance of 476.50 feet; thence South 59°41'28" West, along the Southwesterly production of the last course, 27.33 feet; thence Southwesterly along a tangential curve concave to the Southeast, radius 954.93 feet, central angle 9°08'09" a distance of 152.26 feet, more or less to the intersection with the South line of the Northwest ¼ of the Southwest ¼ of said Section 11; thence South 89°06'52" East (assumed bearing) along said South line of the Northwest ¼ of the Southwest ¼, and the North line of Government Lot 5, said Section 11, a distance of 788.80 feet to a Judicial Land Monument (hereinafter referred to as a JLM); thence South 10°23'42" East, 511.52 feet to a JLM; thence South 89°06'52" East, 559.72 feet to a JLM on the Westerly right-of-way line of the Chicago and North Western Transportation Company; thence North 10°23'42" West, 639.64 feet along the Westerly right-of-way line of the Chicago and North Western Transportation Company to a JLM and the point of beginning of the parcel to be described:

thence South 79°36'18" West, a distance of 100.00 feet to a line that is parallel with and 100.00 feet distant from said Westerly right-of-way line of the Chicago and North Western Transportation Company; thence South 10°23'42" East, along said parallel line of the Westerly right-of-way line of the Chicago and North Western Transportation Company, a distance of 72.24 feet to a JLM; thence North 89°33'05" East a distance of 50.76 feet to a JLM; thence North 89°33'05" East a distance of 50.76 feet to a JLM on the Westerly right-of-way line of the Chicago and North Western Transportation Company; thence North 10°23'42" West a distance of 89.64 feet, more or less, along said Westerly right-of-way line of the Chicago and North Western Transportation Company to the point of beginning and there terminating.

AND FURTHER EXCEPTING THEREFROM:

That part of Government Lots 5 and 6, Section 11, Township 27 North, Range 22 West of the 4th P.M., Dakota County, Minnesota, lying within the parcel described as follows:

Commencing at the West ¼ corner of said Section 11, thence Easterly along the East-West center line of said Section 11, a distance of 740.52 feet to the center line of S.T.H. No. 56; thence North 6°50'28" East (assuming the West line of the Southwest ¼ of said Section 11 has a bearing of North 0°01'00" West along said center line a distance of 439.74 feet to the South line of the North 2/3 of the Southwest ¼ of the Northwest ¼ of said Section 11; thence South 89°06'42" East along said South line of the North 2/3 and said line extended East 551.88 feet; thence South 4°34'07" East, 413.27 feet; thence North 89°44'32" East, 484.25 feet to the center line of County Road No. 77; thence South 10°10'17" East along the center line of County Road No. 77 a distance of 272.97 feet; thence Southerly and Southwesterly along the center line of County Road No. 77 on a tangential curve concave to the South 61°06'29" West along the center line of County Road No. 77 on a tangential curve concave to the Northwest, radius 571.10 feet, central angle 71°16'46" a distance of 710.49 feet; thence South 61°06'29" West along the center line of County Road No. 77, tangent to said curve, 253.90 feet; thence South 59°41'28" West, along the center line of County Road No. 77 a distance of 476.50 feet; thence South 59°41'28" West, along the Southwesterly production of the last course, 27.33 feet; thence Southwesterly along a tangential curve concave to the Southeast, radius 954.93 feet, central angle 9°08'09" a distance of 152.26 feet, more or less to the intersection with the South line of the Northwest ¼ of the Southwest ¼ of said Section 11; thence South 89°06'52" East (assumed bearing) along said South line of the Northwest ¼ of the Southwest ¼, and the North line of Government Lot 5, said Section 11, a distance of 788.80 feet to a Judicial Land Monument (hereinafter referred to as a JLM) and the point of beginning of the parcel to be described:

thence South 10 degrees 23 minutes 42 seconds East, 511.52 feet to a JLM; thence South 89 degrees 06 minutes 52 seconds East, 559.72 feet to a JLM on the Westerly right-of-way line of the Chicago and North Western Transportation Company; thence North 10 degrees 23 minutes 42 seconds West, 550.00 feet along the Westerly right-of-way line of the Chicago and North Western Transportation Company to a JLM; thence South 89 degrees 33 minutes 05 seconds West, a distance of 557.28 feet to a JLM at the intersection with a line which bears North 10 degrees 23 minutes 42 seconds West from the aforedescribed point of beginning; thence South 10 degrees 23 minutes 42 seconds East, 25.25 feet to the point of beginning and there terminating.

Parcel 6 – Groveland Park

Lots 1 through 8 inclusive, Block 1 and Lots 1 through 7 inclusive, Block 2, SCHEFFKNECHT ADDITION, according to the recorded plat thereof, Dakota County, Minnesota, together with that part of vacated 47th Street East, originally dedicated as Franklin Street in said SCHEFFKNECHT ADDITION, which lies westerly of a line drawn from the northeast corner of Lot 1, Block 2, said SCHEFFKNECHT ADDITION to the southeast corner of Lot 1, Block 1, said SCHEFFKNECHT ADDITION and which lies easterly of the following described line:

Commencing at the northwest corner of Lot 7, said Block 2; thence northeasterly on an assumed bearing of North 83 degrees 38 minutes 53 seconds East, along the northwesterly line of said Lot 7, a distance of 8.00 feet to the point of beginning of the curve to be described; thence northeasterly and northwesterly, along a non-tangential curve that is concave to the southwest and has a radius of 50.00 feet, to the southeasterly line of said Block 1 and said curve there terminating. Said curve has a chord that bears North 6 degrees 21 minutes 07 seconds West.

Together with:

That part of the Northeast Quarter of the Southeast Quarter of Section 29, Township 28 North, Range 22 West, Dakota County, Minnesota, described as follows:

Commencing at the southeast corner of said Northeast Quarter of the Southeast Quarter; thence northerly along the east line of said Northeast Quarter of the Southeast Quarter a distance of 300.00 feet to the point of beginning of the parcel to be described; thence westerly deflecting to the left 98 degrees 25 minutes 00 seconds, to the intersection with a line drawn 180.00 feet westerly of and parallel with the east line of said Northeast Quarter of the Southeast Quarter; thence northerly, along said parallel line to the southerly line of Block 2, SCHEFFKNECHT ADD., according to the recorded plat thereof, said Dakota County; thence northeasterly along the southeasterly line of said Block 2, and its northeasterly extension, to the east line of said Northeast Quarter of the Southeast

Quarter; thence southerly, along said east line to the point of beginning and there terminating.

Together with:

That part of the Northeast Quarter of the Southeast Quarter of Section 29, Township 28 North, Range 22 West, Dakota County, Minnesota, described as follows:

Commencing at the southeast corner of Lot 4, Block 4, GROVELAND PARK, according to the recorded plat thereof, said Dakota County; thence easterly along the southerly line of 46th Street East, originally dedicated as Eutom Lane in said GROVELAND PARK, a distance of 60.00 feet to the intersection with the southerly projection of the tangent portion of the easterly line of Audrey Avenue, originally dedicated as East Avenue in said GROVELAND PARK, said point also being the point of beginning of the parcel to be described; thence southerly, along said southerly projection, to the northwesterly line of Block 1, SCHEFFKNECHT ADD., according to the recorded plat thereof, said Dakota County; thence northeasterly, along the northwesterly line of said Block 1 and its northeasterly extension, to the east line of said Northeast Quarter of the Southeast Quarter; thence northerly, along said east line, to the southerly line, and its easterly extension, of said 46th Street East; thence westerly, along the southerly line of said 46th Street East, to the point of beginning and there terminating.

Parcel 7 – Salem Hills Park

That part of the Southeast Quarter of Section 32, Township 28, Range 22, Dakota County, Minnesota lying southerly of Upper 55th Street (formerly Salem Church Road) and described as follows:

Commencing at the southwest corner of said Southeast Quarter; thence East, assumed bearing, along the south line of said Southeast Quarter a distance of 618.75 feet; thence North 0 degrees 03 minutes 24 seconds West, parallel with the west line of said Southeast Quarter, a distance of 1,030.00 feet to the point of beginning of the land to be described: thence East 288.92 feet; thence North 00 degrees 03 minutes 24 seconds West 135.63 feet; thence East 314.96 feet to the southwest corner of Steenberg Place according to the plat on file in the Office of the Dakota County Recorder; thence North 06 degrees 07 minutes 00 seconds East, along the westerly line of said plat, a distance of 380.00 feet to the northwest corner thereof; thence North 87 degrees 00 minutes 00 seconds West 100.00 feet; thence North 6 degrees 12 minutes 50 seconds East 200.97 feet; thence North 87 degrees 00 minutes 00 seconds East 30.06 feet; thence South 80 degrees 13 minutes 55 seconds West 140.00 feet; thence North 0 degrees 03 minutes 24 seconds West, parallel with the west line of said Southeast Quarter, a distance of 315.68 feet to the centerline of Upper 55th Street (formerly Salem Church Road); thence North 75 degrees 24 minutes 18 seconds West, along said centerline, a

distance of 148.02 feet to the intersection with a line 874.37 feet east of and parallel with the west line of said Southeast Quarter and the northeast corner of Stehr Addition according to the plat on file in the Office of the Dakota County Recorder; thence South 0 degrees 03 minutes 24 seconds East along said parallel line 774.49 feet to a point 1305.00 feet north of the south line of said Southeast Quarter; thence West 255.62 feet; thence South 0 degrees 03 minutes 24 seconds East, parallel with the west line of said Southeast Quarter, a distance of 275.00 feet to the point of beginning. Contains 7.328 acres more or less.

Subject to an easement over the most northerly 33.00 feet thereof for Upper 55th Street (formerly Salem Church Road). Contains 0.112 acres more or less.

Together with:

Part of the Southeast Quarter (SE ¼) of Section Thirty-Two (32), Township Twenty-eight (28), Range Twenty-two (22), described as follows:

Beginning at a point 618.75 feet East and 1475.4 feet North of the Southwest corner of the Southeast Quarter (SE ¼) of Section Thirty-two (32), Township Twenty-eight (28) North, Range Twenty-two (22) West, thence East 255.62 feet, thence South 170.41 feet, thence West 255.62 feet, thence North 170.41 feet to the point of beginning according to the Government survey thereof on file and of record in the office of the Register of Deeds in and for Dakota County, Minnesota, containing one (1) acre more or less.

Together with:

That part of the West One-half (½) of the Southeast Quarter (SE ¼) of Section 32, Township 28 North, Range 22 West, Dakota County, Minnesota, described as follows:

Beginning at the southwest corner of the Southeast Quarter (SE ¼) of said Section 32, said point marked by a Dakota County cast iron monument, said monument designated as Judicial Landmark; thence North 0 degrees 11 minutes 12 seconds East (assumed bearing), along the west line of said Southeast Quarter (SE ¼) a distance of 2,484.83 feet to a Judicial Landmark; thence South 89 degrees 44 minutes 20 seconds East, 165.00 to a Judicial Landmark; thence North 0 degrees 11 minutes 12 seconds East, 165.00 to a Judicial Landmark; thence South 89 degrees 44 minutes 20 seconds East, 35.00 feet to a Judicial Landmark; thence South 89 degrees 44 minutes 20 seconds East, 418.75 feet; thence South 0 degrees 11 minutes 12 seconds West, 2, 459.09 feet to a Judicial Landmark; thence North 89 degrees 45 minutes 09 seconds West, 618.75 feet to the point of beginning,

which lies north of the south 1030.00 feet thereof and lies southwesterly of the following described line (said line being the centerline of County Road Number 18)

Commencing at the southwest corner of the Southeast Quarter (SE ¼) of said Section 32; thence North 0 degrees 11 minutes 12 seconds East (assumed bearing), along the west line of said Southeast Quarter (SE ¼) a distance of 2,646.71 feet to the point of beginning of the line to be described; thence South 73 degrees 28 minutes 16 seconds East, a distance of 56.52 feet; thence southeasterly a distance of 314.24 feet along a tangential curve concave to the southwest having a radius of 580.79 feet and a central angle of 31 degrees 00 minutes 00 seconds, thence southeasterly, tangent to said curve, a distance of 238.99 feet; thence southeasterly a distance of 300.00 feet along a tangential curve concave to the northeast having a radius of 669.82 feet, and said line there terminating.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING TRANSFERS TO GOLF COURSE IN 2013

WHEREAS, the Golf Course Fund had a cash deficit of $2,944,090.66 as of December 31, 2012, and

WHEREAS, it is not anticipated that the golf course can resolve the cash deficit through future operations, and

WHEREAS, it is desirable that the cash deficit be resolved through transfers from Arbor Pointe and Central Equipment Funds.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY OF INVER GROVE HEIGHTS: that the following transfers are hereby authorized in 2013:

From:	Arbor Point Capital Project Fund	409.70.5900.709.91200	$1,766,521.44
From:	Central Equipment Fund	603.00.9200.590.91100	$1,177,569.22
To:	Golf Course Fund	503.59.0000.3911000	$2,944,090.66

BE IT FUTHER RESOLVED: that the Arbor Pointe Capital Project Fund is subsequently closed.

Adopted by the City of Inver Grove Heights this 12th day of November 2013.

Ayes:
Nays:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

EHLERS
LEADERS IN PUBLIC FINANCE

Memo

To: Joe Lynch, City of Inver Grove Heights

From: Steve Apfelbacher and Jessica Cook, Ehlers

Cc: Kristi Smith, City of Inver Grove Heights

Date: November 7, 2013

Subject: Resolution Calling for a Public Hearing on the Modification to TIF District 2-1

The City of Inver Grove Heights' TIF District 2-1 decertifies at the end of this year. As has been discussed at the Council work session, the increment from this district was pledged to bonds that financed the community center and the water treatment plant. Increment from the district has been insufficient to make the full bond payments because of tax law changes that occurred in 2001 and 2002. Since that time, the City has been pooling increment from District 4-1 to make debt service payments on the bonds.

Recently, and in response to changes in the Office of the State Auditor's (OSA) rulings about pooling between districts, we have worked with the City's counsel and determined that pooling will not be an option after the TIF District is decertified. Since this recent determination we have been evaluating revenue options for the debt service payments. One solution was presented and discussed with the City Council at its November 4th work session. A second solution has presented itself as we learn more about the OSA interpretation of statute.

It may be possible to extend TIF District 2-1 by up to four years. This would generate additional tax increment from the District that would be available, along with lease revenues currently pledged to the bonds, to pay the full outstanding principal and interest. The extension would require a modification to the TIF District following a public hearing.

The attached resolution calls for a public hearing on December 9, 2013. Prior to that date, we will have additional information to share with Council about the maximum extension allowed under state law, and the feasibility of accomplishing the modification by the end of the year. If the Council determines not to pursue an extension, or if it is deemed not feasible, the public hearing can be opened and then closed without action taken.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION CALLING FOR A PUBLIC HEARING BY THE CITY COUNCIL ON THE PROPOSED MODIFICATION TO THE DEVELOPMENT PROGRAM FOR DEVELOPMENT DISTRICT NO. 2 AND THE PROPOSED MODIFICATION OF THE TAX INCREMENT FINANCING PLAN FOR TAX INCREMENT FINANCING DISTRICT NO. 2-1 THEREIN

BE IT RESOLVED by the City Council (the "Council") for the City of Inver Grove Heights, Minnesota (the "City"), as follows:

Section 1. Public Hearing. This Council shall meet on December 9, 2013, at approximately 7:30 P.M., to hold a public hearing on the proposed modification to the Development Program for Development District No. 2 and the proposed modification to the Tax Increment Financing Plan for Tax Increment Financing District No. 2-1 (a redevelopment district), (collectively, the "Modifications"), all pursuant to and in accordance with Minnesota Statutes, Sections 469.124 to 469.133 and Sections 469.174 to 469.1794, inclusive, as amended; and

Section 2. Notice of Public Hearing, Filing of the Modifications. City staff is authorized and directed to work with Ehlers & Associates, Inc., to prepare the Modifications and to forward documents to the appropriate taxing jurisdictions including Dakota County and Independent School District No. 199. The City Administrator is authorized and directed to cause notice of the hearing, together with an appropriate map as required by law, to be published at least once in the official newspaper of the City not later than 10, nor more than 30, days prior to December 9, 2013, and to place a copy of the Modifications on file in the City Administrator's office at City Hall and to make such copy available for inspection by the public.

Approved by the City Council of the Inver Grove Heights this 12th day of November, 2013.

Adopted:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

EHLERS
LEADERS IN PUBLIC FINANCE

Memo

To: Joe Lynch, City of Inver Grove Heights

From: Steve Apfelbacher and Jessica Cook, Ehlers

Cc: Kristi Smith, City of Inver Grove Heights

Date: November 6, 2013

Subject: Resolution Related to Deficit Pooling in TIF Districts

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The City of Inver Grove Heights has a history of being proactive in managing its resources and planning for the future. One way it does this is by regularly reviewing its tax increment (TIF) districts and updating the TIF Management Plan, which was completed this fall and reviewed by the City Council at the November 4th work session.

One of the recommendations from the TIF Management Plan was for the City Council to adopt a resolution affirming the City's irrevocable commitment to use increment from District 2-1 and increment transferred into District 2-1 solely to pay for pre-existing obligations and administrative expenses of the District. A form of the resolution drafted by the City's bond counsel is attached.

Let us provide a little background as to why this resolution is recommended. The City's TIF District 2-1 was established in 1986, and increment was pledged to three series of bonds. Beginning in 2002, when the state legislature reduced the tax capacity rates for commercial property, District 2-1 began to generate less annual increment than the amount needed to pay annual debt service on the bonds. The legislature anticipated that its actions to compress tax capacity rates would create a shortfall in some TIF districts, and it provided a statutory remedy to cities. The remedy allows cities to pool increment from one district to another to address annual deficits, if it makes the irrevocable commitment to use all increment generated by or transferred into the deficit district to pay for bonds that were outstanding before 2001 ("pre-existing obligations").

The City has followed state law and has:

1. Deficit pooled from District 4-1 to 2-1 in order to pay principal and interest on pre-existing obligations;
2. Made the irrevocable commitment as discussed when it adopted the bond sale resolution for the 2005B Bonds; and
3. Only used increment generated by or transferred into District 2-1 to pay debt service on pre-existing obligations and administrative expenses.

At this time, the City's counsel is advising the City to affirm its irrevocable commitment in a separate resolution, in addition to the existing clause in the 2005B bond sale resolution. The attached resolution should be adopted prior to the next principal and interest payment date on December 1, 2013.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

CONFIRMING DEFICIT POOLING ELECTION FOR
TIF DISTRICT NOS. 2-1 AND 3-1

BE IT RESOLVED by the City Council of the City of Inver Grove Heights, Minnesota (the "City") as follows:

Section 1. Recitals.

1.01. The City has established and currently administers Tax Increment Financing District No. 2-1 ("TIF District No. 2-1") within Development District No. 2 ("Development District No. 2") and Tax Increment Financing District No. 3-1 ("TIF District No. 3-1" and, together with TIF District No. 2-1, the "TIF Districts") within Development District No. 3 ("Development District No. 3" and, together with Development District No. 2, the "Development Districts"), all pursuant to Minnesota Statutes, Sections 469.174 to 469.1794 (the "TIF Act") and Sections 469.124 to 469.134 (the "Development District Act").

1.02. In order to access the right to deficit pool from various tax increment districts to the TIF Districts, the following rules must be followed in accordance with Section 469.1763 of the TIF Act:

A. The pooled revenues must be utilized solely for "pre-existing obligations," defined as:

(1) Bonds secured by the TIF Districts tax increment and issued before August 1, 2001;

(2) Bonds secured by the TIF Districts tax increment and issued after August 1, 2001, but issued pursuant to a binding contract entered into before July 1, 2001 that requires issuance of the bonds;

(3) Bonds secured by the TIF Districts tax increment and issued to refund bonds described in (1) and (2);

(4) Bonds secured by the TIF Districts tax increment and issued to reimburse the authority for out-of-pocket expenditures made pursuant to a binding contract entered into before August 1, 2001; and

(5) Binding contracts entered into before August 1, 2001 and requiring payments secured by tax increment.

B. There must be a "deficit" in the pre-existing obligations, i.e., the pre-existing obligation must have a debt service schedule so that it can be determined whether, at any given time, there is, in fact, a deficit.

C. The TIF Act initially defined a "deficit" as the lesser of (1)(a) the amount due during the calendar year to pay pre-existing obligations minus (b) total increment collected from the TIF Districts during the year plus (c) total increment that can legally transferred to the TIF Districts during the year under Minnesota Statutes, 469.1763, Subdivision 2 (the "Shortfall Amount") OR (2) the reduction in TIF Districts increment caused by the 2001 Legislation and similar previous legislative enactments (the "Legislative Impact Amount").

The legislature subsequently amended the TIF Act to authorize annual deficit pooling based solely upon calculation of the Shortfall Amount (the "Single Calculation Option") so long as the City irrevocably committed to utilization of all future tax increment from or transferred into the TIF Districts solely for the purpose of paying principal and interest on the "pre-existing obligations".

1.03. The City's General Obligation Tax Increment Bonds, Series 1997E (the "Series 1997E Bonds") are "pre-existing obligations" within the meaning of the TIF Act which are payable from the tax increments generated by the TIF Districts and the City has determined there exists a Shortfall Amount with respect to the Series 1997E Bonds.

1.04. The City has determined there are tax increments available from Tax Increment Financing District No. 4-1 ("TIF District No. 4-1") within Development District No. 2 ("Development District No. 4") to pay the Shortfall Amount with respect to the Series 1997E Bonds pursuant to Section 469.1763 of the TIF Act.

NOW THEREFORE, BE IT RESOLVED by City Council of the City of Inver Grove Heights as follows:

The City elects to compute any deficit with respect to the TIF Districts under Minnesota Statutes, Section 469.1763, subd. 6(b), clause (1), without regard to the limit under clause (2) of that paragraph. Accordingly the City hereby irrevocably commits to use all Tax Increments from TIF District No. 2-1 and TIF District No. 3-1, and any Tax Increments transferred into TIF District No. 2-1 and TIF District No. 3-1 from TIF District No. 4-1 for the purposes of paying (i) principal and interest on any preexisting obligations as defined in Minnesota Statutes, Section 469.1763, subd. 6, paragraph (c); and (ii) administrative expenses for TIF District 2-1 and TIF District 3-1 that are required to be paid under Minnesota Statutes, Section 469.176, subd. 4h, paragraph (a).

Approved by the City Council of the Inver Grove Heights this 12th day of November, 2013.

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

CONSIDER 2014 PROPOSED CONVENTION AND VISITORS BUREAU BUDGET

Meeting Date:	November 12, 2013		**Fiscal/FTE Impact:**
Item Type:	Consent	X	None
Contact:	Jenelle Teppen, Asst. City Admin.		Amount included in current budget
Prepared by:			Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED Approve the budget for the Convention and Visitors Bureau for 2014.

SUMMARY According to the resolution that established the Convention and Visitors Bureau (CVB), the CVB must prepare and present to the City Council a budget for the following calendar year. The City Council must approve the budget by December 31st for the upcoming year. I have attached a copy of the proposed budget for 2014. The 2014 budget is in the amount of $96,500. No City tax dollars are involved in this budget.

This proposed budget is increased from 2013 by $4,500. Lodging tax revenue is projected to increase from 2013. Expenses mirror revenues.

The Inver Grove Heights Convention & Visitors Bureau (IGH CVB) has completed its 12th full year of operation. As the general economy recovers, the tourism industry looks like it's beginning to catch up.

A comprehensive marketing strategy was undertaken in 2007 using the services of Ensemble Creative and Marketing. Cable television and online advertising and marketing will be continuing for next year under their suggestion and direction.

Since 2006, Nicole Bengtson has served as Executive Director, providing support to the CVB on a contract basis. Nicole works on behalf of the IGH CVB with various tourism associations and CVB partnerships throughout the year.

According to the resolution establishing the CVB, the CVB is required to provide to the City Council by December 1st of each year, a written annual report detailing the previous year's activities. That report will be forthcoming.

RECOMMENDATION
Staff and the Board of Directors recommend approval of the budget for the Inver Grove Heights Convention and Visitors Bureau for 2014 in the amount of $96,500.

IGH CVB 2014 Board Approved Budget 10-24-13					
	2011 Actual	2012 Actual	2013 Adopted Budget	09/30/13 Actual	2014 Proposed Budget
Revenues					
Lodging Tax Revenue	77,882	79,790	83,000	49,408	87,000
Other Revenues					
Investment Earnings	601	689	0	171	0
EMT Grant	9,638	2,384	4,000	2,489	7,000
Advertisement Revenue	300				
Nickelodeon Consignment Ticket Revenue (200 wristbands)		3,600	5,000	425	2,500
TOTAL REVENUE	**88,421**	**86,463**	**92,000**	**52,493**	**96,500**
Expenses					
Administration - Professional Services					
Salary & Related Expenses	19,110	20,001	20,000	9,817	21,000
Administrative Services Retainer to Ensemble During Maternity Leave				4,500	
Rental/Office Lease/Equipment	2,400	2,950	2,400	1,600	2,400
Telephone	400	400	400	200	400
Postage & Delivery	1,523	1,394	3,300	456	4,800
Office Supplies/Programs/Photocopying/Other	548	201	500	8	300
Travel (Mileage & Parking)	662	612	800	0	800
Meals and Lodging	200	261	500	153	500
Professional Conferences/Meetings	369	329	500	459	1,000
City Service Fee (2014- 2.5% of lodging tax revenue, 2015- 5%)					2,175
Total Administrative Expenses	**25,212**	**26,148**	**28,400**	**17,194**	**33,375**
Professional Memberships					
MACVB	355	355	355	355	355
TCTAA	500	500	500	500	500
TMA	300	300	300	300	300
Total Professional Membership Expenses	**1,155**	**1,155**	**1,155**	**1,155**	**1,155**
	2011 Actual	2012 Actual	2013 Adopted Budget	09/30/13 Actual	2014 Proposed Budget
Marketing/Advertising					
Advertising & Marketing Projects- (Great Stay & Sweepstake Pkgs)	6,023	5,185	6,000	5,013	7,000
Behavioral Target Email (Ad Taxi- Part of Grant)					6,000
Constant Contact Enewsletter					600
Display Internet Advertising (Ad Taxi - Part of Grant)					3,000
Ensemble Creative & Marketing (Design & Marketing Services)	18,000	19,980	20,000	11,655	20,000
Explore Minnesota Tourism Website CVB/DMO Package	0	350	350	350	350
Mall of America (Nickelodeon Consignment Tickets - 100 wristbands)		2,150	4,300	4,300	0
Media/Cable TV Adv./Video/Ad Taxi	18,819		6,400	2,450	0
Metro Tourism Marketing/Advertising Campaign	3,500	3,500	3,500	3,500	3,500
Minneapolis/St. Paul Official Visitors Guide Advertising (2014)			4,600	4,600	2,850
NovoPrint USA- Chamber South Metro Living Publication Adv.	995		0	995	0
Online/Coop Advertising/Event Mktg		1,464	9,795	343	620
Retargeting Internet Advertising (Ad Taxi - Part of Grant)					5,000
Social Media - (Facebook Marketing App and Advertising)					1,400
St. Paul Arena Company (Xcel Energy Center Website)				450	2,400
Search Engine Optimization		1,200	500	800	250
Visitors Guide (2014)	6,354	2,668	6,000	1,372	5,700
Web Development & Hosting (Added Mobile Site $500)	1,025	2,750	1,000	688	3,300
Total Marketing Expenses	**54,716**	**39,248**	**62,445**	**36,515**	**61,970**
TOTAL EXPENSES	**81,083**	**66,551**	**92,000**	**54,864**	**96,500**

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

CONSIDER RESOLUTION APPROVING THE DAKOTA COUNTY 2014 COMMUNITY FUNDING APPLICATION FOR WASTE ABATEMENT ACTIVITIES

			Fiscal/FTE Impact:
Meeting Date:	November 12, 2013		
Item Type:	Consent	X	None
Contact:	JTeppen, Asst. City Admin.		Amount included in current budget
Prepared by:			Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED Approve the application of the 2014 Community Funding Application for waste abatement activities.

SUMMARY Each City within Dakota County is required to submit an application for receiving funding for waste abatement activities on a yearly basis. The application to request funds for 2014 is currently due. The City of Inver Grove Heights is eligible for $33,000 in 2014. The attached application shows proposed abatement activities and expenditures for 2014. These funds are essential for the continuation of recycling programs in Inver Grove Heights.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE APPLICATION FOR 2014 FUNDING FROM DAKOTA COUNTY FOR WASTE ABATEMENT ACTIVITIES

WHEREAS, Dakota County has set waste abatement goals for the City of Inver Grove Heights; and

WHEREAS, Dakota County Board of Commissioners provides funding for waste abatement activities; and

WHEREAS, the City would like to continue educating the community on the merits of waste abatement activities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL that the City of Inver Grove Heights submits its 2014 application to Dakota County Board of Commissioners to fund waste abatement activities

Passed this 12th Day of November, 2013

_____
George Tourville, Mayor

Ayes:
Nays:

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

Dakota County, Physical Development Division
Environmental Resources Department
Dale Stoerzinger, 952-891-7550, dale.stoerzinger@co.dakota.mn.us
Application process: Tammy Drummond, 952-891-7003,
tammy.drummond@co.dakota.mn.us

Inver Grove Heights

2014 Community Funding Application Packet

Application Packet Due Date:	November 19, 2013
Funding Period:	January 1, 2014 - December 31, 2014
2013 ANNUAL REPORT DUE DATE	February 15, 2014
Date Application Submitted	_____, 2013

Submit completed Application Packet by:

1. Uploading to the Dakota County Local Solid Waste Staff (LSWS) SharePoint web site
   URL: http://sharepoint.co.dakota.mn.us/LSWS/default.aspx
   Login: _____
   Password: _____

2. Or by sending to dale.stoerzinger@co.dakota.mn.us or by mail to:
   Dale Stoerzinger
   Dakota County Physical Development Division
   14955 Galaxie Avenue
   Apple Valley, MN 55124

Contact Information for Municipality

Designated Recycling Coordinator :	Jenelle Teppen	Title:	Assistant City Administrator
E-mail:	jteppen@invergroveheights.org		
Mailing Address:	8150 Barbara Ave	City/State/Zip:	Inver Grove Heights, MN 55077
Phone:	651.450.2512	FAX Number:	651.450.2502

Municipality: **Inver Grove Heights** **Funding Year:** **2014**

1. **Copy of the Official Resolution or Minutes of the Proceedings**
   Attach an official action from the governing body (e.g., City Council or Commission) requesting the funding allocation OR a certified copy of the official proceedings of the governing body approving the funding allocation.

2. **Workplan**
   Attach a Work Plan that includes activities, timeline, and deliverables.

3. **Requested Budget**
   Fill in the summary below and attach an itemized budget in Part VII.

	Fund Request	***County Fund Eligibility***
Admin, Outreach/Education, Priority Issue	33,000	*$33,000*
LNIF, if allocated		*$0*
TOTAL	33,000	*$33,000*

4. **Compliance with Public Entity Laws**

	Yes	No*
MN Stat. 115A.151 (internal recycling programs for facilities under the municipality's control)	X	
MN Stat. 115A.552 (community recycling programs in place)	X	
MN Stat. 115A.552 (residents have the opportunity to recycle)	X	
MN Stat. 473.848 and 115A.471 (management of solid waste collected under contract from municipal operations)	X	

*If no, identify the timeline and steps being taken to obtain compliance.

I certify that this 2014 Community Funding Application Packet was prepared under my direction or supervision, and that the information is true, accurate, and complete to the best of my knowledge. I certify that a 2014 Annual Report demonstrating compliance with this application will be submitted to the Department by February 15, 2015.

Jenelle Teppen

Name of person completing document

Signature (electronic signature acceptable)

Assistant City Administrator

Title

Date

2014 Work Plan/Annual Report

I. Administration

Local Solid Waste Staff (LSWS) Meetings

GOAL: Open communications to share activities and results between County and Municipal staff. The municipality's designated recycling coordinator must plan to attend at least four out of the following six LSWS meetings per year.

REPORT: When submitting the Annual Report, check each box next to the meetings attended.

2014 Dates	
☐ January 9	☐ July 10
☐ March 13	☐ September 11
☐ May 8	☐ November 13

Internal Recycling Activities

GOAL: Promote recycling and waste reduction in the municipality's administrative buildings. List the activity, general message, date and type of measurement (e.g., attendees to a presentation, number of labels placed on bins) for each internal outreach activity.

REPORT: Update the table with actual measurement when submitting the annual report.

Activity/event/ Communication	Message	Date	Type of Measurement	Actual Metric
Example: Presentation at Parks Dept. staff meeting	*Paper reduction*	*3/14/14*	*Number of attendees*	*21 attendees (84% of staff);*
Promote software to hiring groups to view employment applications on-line and instead of printing.	Paper reduction	1/2014	Paper savings	
Recycling team meetings to discuss improvements (topic at staff meetings)	Recycling	Every first tuesday	Recycling and trash collected	
Host Community Agreement with Allied Waste requires they collect from City Facilities and is processed in line with state law	Hauler complies and takes waste to appropriate processing facilities	Ongoing	Recycling and trash collected.	
Educate public on viewing Council and Advisory Meeting packets on-line	Paper reduction	ongoing	Paper savings	

II. Waste Abatement & Residential Recycling

Website content

GOAL: Consistent recycling and waste abatement messaging through the County.

X I verify that all information on the municipal website regarding solid waste reduction, reuse, recycling, organics diversion and household hazardous waste links to County applicable webpages.

Required Communication

GOAL: Inform residents of waste abatement opportunities and household hazardous waste services at The Recycling Zone.

Each municipality is required to produce at least one written and electronic (if applicable) communication to every new and existing household for each of the following topics:

- Recycling (e.g., curbside and drop-off), waste reduction and/or reuse
- The Recycling Zone services

List the means of outreach, general message, date produced and type of measurement (e.g., number of newsletters distributed) for each activity.

REPORT: Update the table with actual measurement when submitting the annual report.

Outreach mechanism	Message	Date	Type of Measurement	Actual Metric
Example: Postcard to new residents	*Recycling*	*5/1/14*	*Readership*	*1 postcard 30 new residents*
Articles in Spring/Summer newsletters	Recycling/Water conservation	May/June July/Aug	Readership	
Articles in Fall/Winter newsletters	Recycling/HHW	Sept/Oct Nov/Dec	Readership	

Required Outreach (Large Communities only)

Required of the Rural Solid Waste Commission and communities with over 1,000 households.

GOAL: Education of residents including schools and businesses to increase recycling and waste reduction.

Each municipality must complete at least FOUR eligible educational activities not covered in the above tables. Suggestions are listed below but other activities may be approved by Department. List the type of measurement (e.g., attendees to a presentation, number articles published).

REPORT: Update the table with actual measurement when submitting the annual report

Outreach mechanism	Message	Date	Audience	Type of measurement	Actual Metric
Example: Promote green living at annual River Clean Up Day Event	*Recycling*	*5/5/14*	*Residents*	*Event attendance*	*60 attendees*
Article in Fall Newsletter promoting Fall Clean up day	Recycling	7/1/14	Residents	Event attendance	
Article in Spring promoting IGH days	Recycling	5/1/14	Residents	Event attendance	

Post facebook/website messages	Recycling/promoting events	monthly	Residents	Event attendance	
Presentation at school	HHW	Annually	School children	Event attendance	

Eligible Educational Activities

- Sponsor an event for Earth Day, America Recycles Day or Pollution Prevention Week
- Coordinate an event for a school(s)about recycling, waste reduction or HHW
- Distribute an additional printed or electronic outreach piece about recycling or waste reduction
- Presentation/activity to community group (minimum 10 attendees)
- Staff a booth at a community event with waste abatement information
- Post social media messages (posts must be at least monthly)
- Other educational activity as approved by Department staff as part of the work plan meeting

Waste Abatement Events and Activities

GOAL: Increase residential recycling in Dakota County

Each municipality must develop programs to achieve residential recycling goals. Use the table to list events and activities where materials are collected to be recycled or reused (not disposal). Activities that do not fit into the table requirements should be listed in the narrative below.

REPORT: Update the table with actual measurement when submitting the annual report. Update the narrative with activity outcomes.

Collection Events and Activities

List the event or activity, date conducted, how it was promoted and the type of measurement (e.g., attendees to an event, weight or volume of material collected). Event promotion may also be used in residential outreach and education (above) if the activity also communicates general recycling, waste reduction and reuse knowledge. Activities that are not associated with a date should be described in the narrative questions below.

Event/activity Name	Date	Promotion of activity	Type of Measurement	Actual Metric
Example: "Recycle Your Holiday Lights" drop-off at Burnsville Ice Center	*12/1/14-1/31/15*	*Facebook post Website Newsletter article*	*Pounds of lights collected*	*47 lbs. of string lights*
Fall Clean up Day	9/2014	Facebook, website newsletter/signs	Pounds/items collected/pounds paper shredded	
Office clean up day	Spring 2014	Emails/staff meetings to encourage shredding/recycling at work spaces	Employee participation/pounds collected and shredded	

NOTE: to add another row, click in the last box of the table and press TAB.

1. Describe other waste abatement activities and/or program development conducted by municipality, such as managing bulky waste.

III. 2014 Waste Abatement Planning

1. Describe efforts to identify a quantitative waste diversion baseline and annual goal for your municipality (e.g., pounds recycled per household).

The city will work the Dakota County to develop a means of measurement.

2. Describe planning efforts to implement municipality-wide organics diversion.

The city will work the Dakota County to develop a means of measurement.

IV. Priority Issue

GOAL: Provide consistent recycling opportunities for public gathering areas, including parks, public areas, events and in municipally-owned non-administrative buildings.

Municipalities must coordinate to offer recycling in public areas by the end of 2015. Fill out the following workplan by selecting the activities under each Goal that your municipality will accomplish during 2014 and what you think will be done in 2015. For the checked activities, identify when the activity will be completed (timeline). Expand on activity details if needed.

REPORT: Fill in the 2014 Results column with outcomes and/or actual diversion measurements.

Public Area Recycling		Timeline	2014 Results
Objective 1: Provide recycling collection in park shelters and along major trails, and applicable public areas			
X	XForm a team of stakeholders	Ongoing 2014	
	XReview goals and expectations	Ongoing 2014	
	xGet community input	Ongoing 2014	
Evaluate	XEvaluate parks, public areas	Ongoing 2014	
	XList characteristics/ challenges of each park	Ongoing 2014	
	XPrioritize parks, public areas	Ongoing 2014	

	XConduct a waste sort (if needed)	Ongoing 2014	
	XDetermine needs for each park	Ongoing 2014	
Implement	XRequest labels/signs/bins from department	Ongoing 2014	
	XPost labels/signs	Ongoing 2014	
	XRelocate existing bins	Ongoing 2014	
	XPlace new bins	Ongoing 2014	
	XIdentify maintenance improvements	Ongoing 2014	
Communicate	XAnnounce changes to municipal staff	Ongoing 2014	
	XAnnounce changes to public	Ongoing 2014	
	XPlace signs explaining program at parks	Ongoing 2014	
	XAnnounce changes to public	Ongoing 2014	

Objective 2: Provide recycling collection in municipally-owned and operated buildings			
Organize	XForm a team of stakeholders	Ongoing 2014	
	XReview goals and expectations	Ongoing 2014	
	XGet input (e.g., vendors, community)	Ongoing 2014	
Evaluate	XEvaluate buildings	Ongoing 2014	
	XList characteristics/ challenges of each	Ongoing 2014	
	XAssess waste collected (e.g., waste sort)	Ongoing 2014	
	XDetermine needs for each building	Ongoing 2014	
Implement	XRequest labels/signage from County	Ongoing 2014	
	XPost labels/signage	Ongoing 2014	
	XRelocate existing bins (if needed)	Ongoing 2014	
	XPlace new bins (if needed)	Ongoing 2014	
	XMaintenance improvements	Ongoing 2014	
Communicate	XAnnounce changes to municipal staff	Ongoing 2014	
	XAnnounce changes to public	Ongoing 2014	
	XPlace signs explaining program at parks	Ongoing 2014	

Objective 3: Provide recycling and/or organics collection at municipality-run and municipality-sponsored events				
Name of Event	**Date(s) of event**	**Estimated Attendance** (if known)	**Recycling, Organics, or both?**	**Event location**
Inver Grove Heights Days	7/2014			Inver Grove Heights
Employee Holiday Brunch	12/2014			Community Center

V. Local Negotiated Initiative Funding

Is your municipality applying for LNIF: ☐Yes X No

The 2014 Local Negotiated Initiative Fund (LNIF) focuses on organics diversion from residents and business recycling outreach. LNIF projects and programs are negotiated with Environmental Resources Department staff prior to submittal of the Application. Department approval is required to receive funding.

Eligible LNIF projects:

- Education and operation expenses supporting and promoting organics diversion for residents.
- Recycling and/or organics diversion education/communication program for businesses.
- Recognition program for businesses that implement waste reduction, reuse, recycling and/or organics diversion.
- Organics diversion at municipality-sponsored events, such as parades, municipal celebrations, or other short-duration events.
- Priority Issue development/completion.
- OTHER activity that enhances organics diversion or business recycling or organics diversion

LNIF Work Plan and Annual Report: Please identify and describe the proposed activities that your municipality will undertake in the current application year. Please note that LNIF project results must be included in the 2014 Annual Report and include all the below information:

1. Identify the cost and type of LNIF project from the above list of eligible projects that your municipality would like to complete.

   Name of project:

   Total cost:

2. Summarize in two or three paragraphs the work that your municipality would like to perform in this LNIF project area. Include a brief description of why you chose the specific project area, including a discussion of the municipal need.

3. Complete the Work Plan below for each approved initiative. The 2014 results column must be completed at the end of the year.

LNIF Activity	Timeline	Materials produced (if applicable)	Cost	2014 Results
Goal 1:				
Goal 2 (if applicable):				
Goal 3 (if applicable):				

REPORT: Answer the following questions when submitting the Annual Report.

4. Describe challenges encountered and possible solutions learned with the project.

5. Briefly describe how the LNIF project will be sustainable after this funding period.

VI. 2014 Community Funding Budget and Expense Form

Municipalities must enter estimated costs per line item based on the total community allocation. LNIF allocations are identified separately. Please list all municipality contributions (i.e., financial, staffing, other). Use another table if necessary. Municipality contributions are not mandatory but help the Department identify needs for this program. The total County share may not exceed the "amount of funds eligible for" provided by County staff in the application. Funding from budgets may not be carried over to the next year.

	County Funds	Municipality Funds/In-Kind Funds/Staff	Total Expense (County + Municipality)
Salary	20550	6000	26550
Mileage		250	250
Training/Subscription/Membership	350		350
Consultant/temporary help			
Design/printing	7300		7300
Distribution/mailing	4000		4000
Advertisement	700		700
Promotional Items	100		100
Special events fees			
Data collection/evaluation			
Containers			
LNIF			
TOTAL*	**$ 33,000.00**	**$ 6250**	**$ 39,250**

*NOTE: To update formulas, press Ctrl + A, then press F9

19650

Please identify the total percent FTE for your municipality to coordinate this program: __1_____%

2014 Community Funding Performance Scorecard

The Community Funding Program enables each municipality to work with Department staff to develop and implement projects and programs for waste abatement towards achieving Master Plan objectives.

Administration	**Work needs to be done to meet goals**	**Meets goals**
Residential Curbside Recycling Services Provided *Residents have access to curbside recycling through a private hauler or municipality-sponsored program.*		
Designated municipality staff attended at least 4 out of 6 municipality/county meetings per year.		
Municipality participated in and submitted annual Work Plan, with Budget		
Waste abatement efforts in municipal operations continued		
Annual report is complete and submitted on time		
Waste Abatement & Residential Recycling	**Work needs to be done to meet goals**	**Meets goals**
Communications & Outreach		
Municipality uses resources from the Residential and Business Toolkits (articles, images, etc.), provided by the Department		
Printed and electronic recycling resources for residents follow the Dakota County style guidelines for logo and website references, and use terminology and/or images provided by the Department.		
The municipality website content for solid waste management and household hazardous waste links to the County's respective webpages.		
At least one written and electronic (when applicable) communication is distributed to every existing household about recycling, waste reduction and/or reuse.		
At least one written and electronic (when applicable) communication is distributed to every new household about recycling, waste reduction and/or reuse.		
At least one written and electronic (when applicable) communication is distributed to every existing household		

about The Recycling Zone services.		
At least one written and electronic (when applicable) communication is distributed to every new household about The Recycling Zone services.		
At least four additional education activities accomplished from a menu of options developed by the Department.		
Accuracy of information is verified with Department staff before distribution.		
Printed materials identify funding source.		
Quantitative and qualitative measurements related to Master Plan objectives for each communication and outreach activity are provided.		
Operations, Programs & Recycling Events		
A municipality waste diversion baseline and annual goal for municipality is developed.		
Programs to achieve the residential recycling goal are developed/implemented.		
Planning is underway to implement municipality-wide organics diversion.		
Quantitative and qualitative measurements related to Master Plan objectives for each project/program activity is provided.		
Priority Issue	**Work needs to be done to meet goals**	**Meets goals**
Recycling collection is offered in municipality-owned non-administrative facilities (e.g., community centers).		
Recycling collection is offered in park shelters and along major trails as well as applicable public areas.		
Recycling collection is offered at municipality-sponsored events.		
Follow best practices provided by the Department.		
Park, event, public space and internal recycling and trash collection containers are labeled with signs/labels provided by the Department.		
Residents and applicable coordinators/staff are educated about recycling in parks, public areas and events.		

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

PERSONNEL ACTIONS

Meeting Date:	November 12, 2013		**Fiscal/FTE Impact:**
Item Type:	Consent		None
Contact:	Jenelle Teppen, Asst. City Admin	X	Amount included in current budget
Prepared by:	Amy Jannetto, H.R. Coordinator		Budget amendment requested
Reviewed by:	n/a		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED Staff requests that the Council approve the personnel actions listed below:

Please confirm the seasonal/temporary employment of: Aquatics, Vince Carey, Nick Pieper, Pilar Alarcon, Colin McNeely, Kevin Scott, Fitness – Suzanne Griggs, Jaclyn Rolando, La Rae Willis.

Please confirm the seasonal/temporary termination of employment of: Aquatics – Katie Holzmer, Greta Amstbauer.

Please confirm the separation of employment of: Dustin Pedersen, Firefighter.

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

MARY T'KACH – Case No. 13-50V

Meeting Date: November 12, 2013
Item Type: Regular
Contact: Heather Botten 651.450.2569
Prepared by: Heather Botten, Associate Planner
Reviewed by: Planning

Fiscal/FTE Impact:

X	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	Other

PURPOSE/ACTION REQUESTED

Consider a Resolution relating to a **Variance** to allow two, seven foot high fence segments within the front yard whereas 30 feet is the required setback for fences taller than 42 inches. This request is for property located at 1987 80th Street.

- Requires a 3/5th's vote.
- 60-day deadline: December 5, 2013 (first 60-days)

SUMMARY

The applicant is requesting a 30 foot variance to allow two fence segments seven feet high to be located within the front yard. The zoning code requires any fence within a front yard to be no higher than 42 inches or setback 30 feet from the front property line. The reason for a fence higher than 42 inches to be located out of the front yard is mainly for visibility for traffic and emergency vehicles along the street and driveways. A second reason would be aesthetics and visual appeal.

The applicant has stated the purpose of the fence would be to mitigate the lights shining onto the property from the Community Center and to reduce some of the noise pollution from 80th Street. The applicant is proposing a fence with an off-set pattern with landscaping along 80th Street to soften the visual look. The location of the fence would be out of any sight lines along 80th Street and visibility leaving the residence would not be impacted as there would be over 25 feet between the fence and the curb.

One of the functions of setback requirements is to maintain consistency of structure placement from street and neighboring views. The proposed fence would be the only solid, seven foot high fence along a front property line in this neighborhood. Staff believes the conditions of the property are not so limiting that the property could not be used in a reasonable manner without the 30 foot variance. The situation of the property is not unique in that there are other instances throughout the community where properties are located along busy roads and near churches, schools, or businesses that could also be impacted by vehicle lights and noise.

Planning Staff: Staff believes the variance request is a significant request and the applicant has not identified practical difficulties to comply with the ordinance. Based on the information provided staff recommends denial of the 30 feet setback variance with the findings listed in the attached resolution.

Planning Commission: At the November 6, 2013 public hearing the Planning Commission recommended denial of the proposed request because of the lack of practical difficulty (6-1, Klein). The Commission stated that if the City wanted to allow solid fences, taller than 42 inches, within the front yard than the City Code should be changed to reflect this instead of granting a variance. Minutes from the public hearing are not available at this time.

Attachments: Resolution
Planning Staff Report

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION DENYING A VARIANCE TO ALLOW TWO, SEVEN FOOT HIGH FENCE SEGMENTS WITHIN THE FRONT YARD SETBACK WHEREAS 30 FEET IS THE REQUIRED SETBACK FOR FENCES TALLER THAN 42 INCHES

CASE NO. 13-50V
Mary T'Kach

Property located at 1987 – 80th Street and legally described as follows:

Lots 10 & 11 ex. E 50 ft, all of lot 12 subj to Co Rd 28, Richter Addition, according to the recorded plat, Dakota County, Minnesota

WHEREAS, an application has been received for a Variance to allow two fence segments within the front yard setback whereas 30 feet is the required setback for fences taller than 42 inches;

WHEREAS, the afore described property is zoned R-1B, Single Family Residential;

WHEREAS, a Variance may be granted by the City Council from the strict application of the provisions of the City Code Title 10, Chapter 3-4 and conditions and safeguards imposed in the variance so granted where practical difficulties or particular hardships result from carrying out the strict letter of the regulations of the Zoning Code, as per City Code 10-3-4 D;

WHEREAS, the City of Inver Grove Heights Planning Commission reviewed the request on November 6, 2013 in accordance with City Code Section City Code 10-3-3:C;

WHEREAS, a practical difficulty or uniqueness was not found to exist based on the following findings:

1. The conditions of the property were not so limiting or unique that the property could not be used in a reasonable manner without the fence variance. The property would still function as a single family residence.
2. Approval of the fence setback variance could set a precedent for other fences taller than 42 inches located within the front yard.
3. The facts presented do not satisfy the criteria needed to show a practical difficulty on the lot to support granting such a large variance; the proposed fence could be installed 30 feet from the front property line complying with code requirements or locate the fence closer to the home to reduce the size of the variance requested.
4. Approval of the fence with the front yard could alter the character of the neighborhood as it would be the only solid, seven foot fence along the front property line in this area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that the variance to allow a seven foot fence within the front yard setback is hereby denied.

Adopted by the City Council of Inver Grove Heights this _12th_ day of _November_, 2013.

_____
George Tourville, Mayor

Ayes:
Nays:

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

PLANNING REPORT
CITY OF INVER GROVE HEIGHTS

REPORT DATE: October 30, 2013 **CASE NO:** 13-50V

HEARING DATE: November 6, 2013

APPLICANT & PROPERTY OWNER: Mary T'Kach

REQUEST: Variance to allow a seven foot high fence along the front property line

LOCATION: 1987 - 80th Street

COMPREHENSIVE PLAN: Low Density Residential

ZONING: R-1B, Single-family Residential

REVIEWING DIVISIONS: Planning **PREPARED BY:** Heather Botten
Associate Planner

BACKGROUND

The applicant is requesting a Variance to allow the construction of two fence segments seven feet high, located within the front yard. The zoning code requires any fence within a front yard to be no higher than 42 inches and be at least 75% open. The reasons for the rule appear to be mainly visibility for traffic and emergency vehicles along the street and driveways. A second reason would be aesthetics, both in uniformity along front views and visual appeal.

The property is located along 80th Street/ County Road 28, across from the Veterans Memorial - Community Center. The applicant is requesting a 66 foot segment of fence to be located along the front property line, about 12 feet from the sidewalk and 27 feet from the curb. The second segment would be 18 feet of fence located along a secondary drive area about 20 feet from the sidewalk. The applicant has stated the purpose of the seven foot fence along the front property line would be to mitigate the lights shining into the house from the Community Center traffic and to reduce some of the noise pollution from 80th street. The applicant is proposing a fence with an alternating off-set pattern with landscaping to soften the visual look along 80th Street (see attachment E).

SPECIFIC REQUEST

The following specific application is being requested:

A.) A **variance** to allow a seven foot high fence along the front property line whereas 30 feet is the required setback for fences taller than 42 inches.

EVALUATION OF THE REQUEST

SURROUNDING USES: The subject site is surrounded by the following uses:

North–Residential; zoned R-1B, single-family; guided LDR, Low Density Residential
West - Residential; zoned R-1B, single-family; guided LDR, Low Density Residential
East - Residential; zoned R-1C, single-family; guided LDR, Low Density Residential
South - Community Center/Armory; zoned P, public/institutional; guided P/I, Public Institutional

VARIANCE REVIEW

City Code Title 11, Chapter 3. **Variances**, states that the City Council may grant variances when they are in harmony with the general purposes and intent of the zoning ordinance and consistent with the comprehensive plan and establishes that there are practical difficulties in complying with the official control. In order to grant the requested variances, City Code identifies criteria which are to be considered practical difficulties. The applicant's request is reviewed below against those criteria.

1. *The variance request is in harmony with the general purpose and intent of the city code and consistent with the comprehensive plan.*

The general intent of this standard is to limit the precedent that could be set if the variance was granted. The area is developed with other single family homes to the north, west and east. The code allows fences 42 inches or shorter within the front yard setback; allowing a fence taller than this could set a precedent for other fences located in the front yard.

The request is in harmony with the intent of the comprehensive plan as the lot is being utilized as residential which would contain typical accessory structures or improvements such as fences.

2. *The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance.*

The applicant's request is to encroach into the front yard setback for two segments of fencing. The location of the fence would be out of any traffic sight lines along 80th Street. The maximum length of the large segment would be 66 feet, extending a little beyond the length of the house, not across the entire length of the property. The shorter segment of fencing would be no longer than 18 feet in length. Traffic visibility leaving the residence should not be impacted as there would be over 25 feet between the fence and the curb.

3. *The plight of the landowner is due to circumstances unique to the property not created by the landowner.*

The house was built in 1949, prior to the Community Center being constructed. This situation is not unique as there are other instances throughout the city where properties are located along busy county roads or across from churches, schools, businesses, etc. that could also be impacted by vehicle lights and noise.

The zoning code allows fences 42 inches or shorter within the front yard setback. The height of the proposed fence may be considered a convenience to the applicant, not a practical difficulty. The applicant could construct a seven foot fence 30 feet from the front property line, complying with code requirements or move the fence closer to the home reducing the size of the variance requested.

4. *The variance will not alter the essential character of the locality.*

There are fences in all residential neighborhoods. One of the functions of setback requirements is to maintain consistency of structure placement and aesthetic qualities from street and neighboring views. The proposed seven foot fence would be one of the only fences along the front lot line in this particular residential area. Staff has felt front yard encroachments can have a greater impact on the character of the neighborhood compared to side or rear encroachments.

5. *Economic considerations alone do not constitute an undue hardship.*

Economic considerations do not appear to be a basis for this request.

ALTERNATIVES

The Planning Commission has the following alternatives for the requested action:

Approval: If the Planning Commission finds the Variance to be acceptable, the Commission has the following options:

A. Approval of the Variance to allow the construction of a seven foot high solid fence in the front yard whereas 30 feet is the required setback for fences taller than 42 inches subject to the following conditions:

1. The fence location shall be in substantial conformance with the site plan dated 10-25-13 on file with the Planning Department.

2. The fence must be located on the land owner's property and out of the County right-of-way.
3. A County work permit is required for equipment located within the County right-of-way.

Denial: If the Planning Commission does not favor the proposed request, it should be recommended for denial, which could be based on the following rationale:

1. Denying the variance request does not preclude the applicant from reasonable use of the property as the property would still function as a single family residence.
2. Approval of the variance could set a precedent for other fences taller than 42 inches located within the front yard.
3. Staff does not believe there are practical difficulties in complying with the official control as the applicant could install the fence 30 feet from the front property line complying with code requirements or locate the fence closer to the home reducing the size of the variance requested.
4. Approval of the fence along the front lot line could alter the character of the neighborhood as it would be the only solid seven foot fence along the front property line in this area.

RECOMMENDATION

Staff believes the variance request is a significant request and the site and situation is not unique. Additionally, the applicant did not identify practical difficulties to comply with the ordinance. For the reasons listed in alternative B staff is recommending denial of the proposed request.

Attachments:

A) Location Map
B) Applicant Narrative
C) Site Plan
D) Aerial Photo
E) Fence Design

Fence Variance
1987 - 80th Street

N

Map not to scale

Exhibit A

Zoning and Location Map

October 7, 2013

Inver Grove Heights Planning Commission
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Dear Planning Commission Members:

I am requesting a variance from the existing city code that limits front yard fences to 42 inches in height and "have at least 75% of its area open for clear visibility, i.e. chain link," so that I am allowed to construct an opaque fence 12 feet from the front sidewalk and up to seven feet in height on my property at 1987 80th Street East.

Growing traffic on 80th St., brought on by both new construction in the Northwest Area, and the large increase in truck traffic brought on by this construction and deliveries to the new Target store, 80th Street has become an excessively loud and dangerous roadway. In addition, the lights from cars in the parking lot on 80th Street and the building security lights from the National Guard Amory and the Community Center, shining into the house, makes for an unpleasant residential situation. Lastly, the snow plow vehicles, that plow the parking lot on 80th Street in the middle of many winter nights, creates excessive noise and light pollution that is a hardship for this property.

By constructing an opaque fence, I hope to mitigate the lights shining into the house and some of the noise pollution associated with the street and the parking lot.

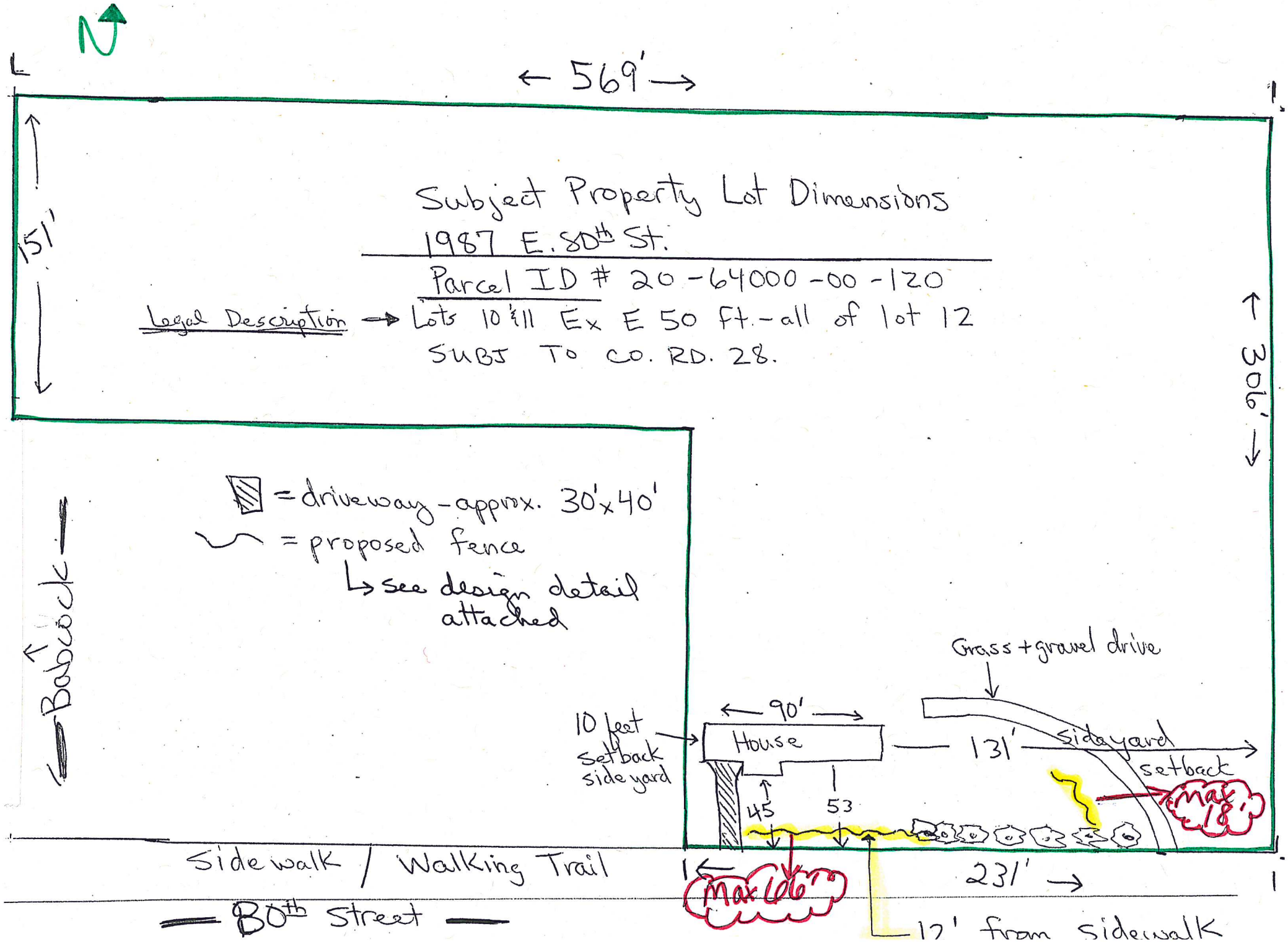
There will be landscaping on the street side of the fence to try to reduce the noise further and also to create a pleasant visual esthetic for the public.

If you have any questions, please feel free to contact me at 651-455-8452.

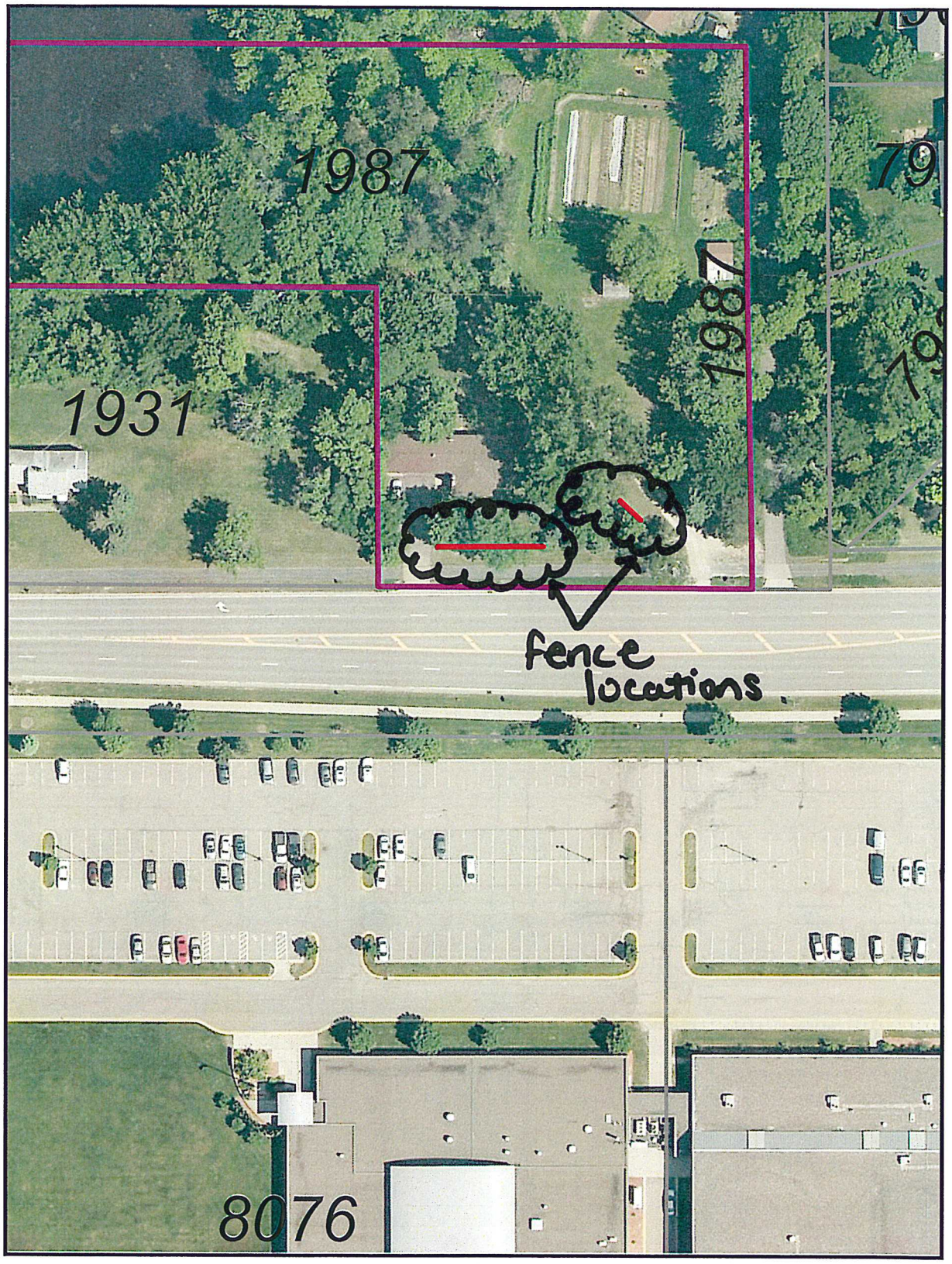
Thank you for your consideration of this request.

Sincerely,

Mary T'Kach, owner
1987 80th Street East
Inver Grove Heights, MN 55077


N
← 569' →
151'
306'
Subject Property Lot Dimensions
1987 E. 80th St.
Parcel ID # 20-64000-00-120
Legal Description → Lots 10 & 11 Ex E 50 ft. - all of lot 12
SUBJ TO CO. RD. 28.
= driveway - approx. 30'x40'
= proposed fence
↳ see design detail attached
Babcock
Grass + gravel drive
10 feet setback side yard
90'
House
131'
sideyard setback
max 18'
45
53
Sidewalk / Walking Trail
max 66'
231'
80th street
12' from sidewalk

Mary T'kach
Fence Variance



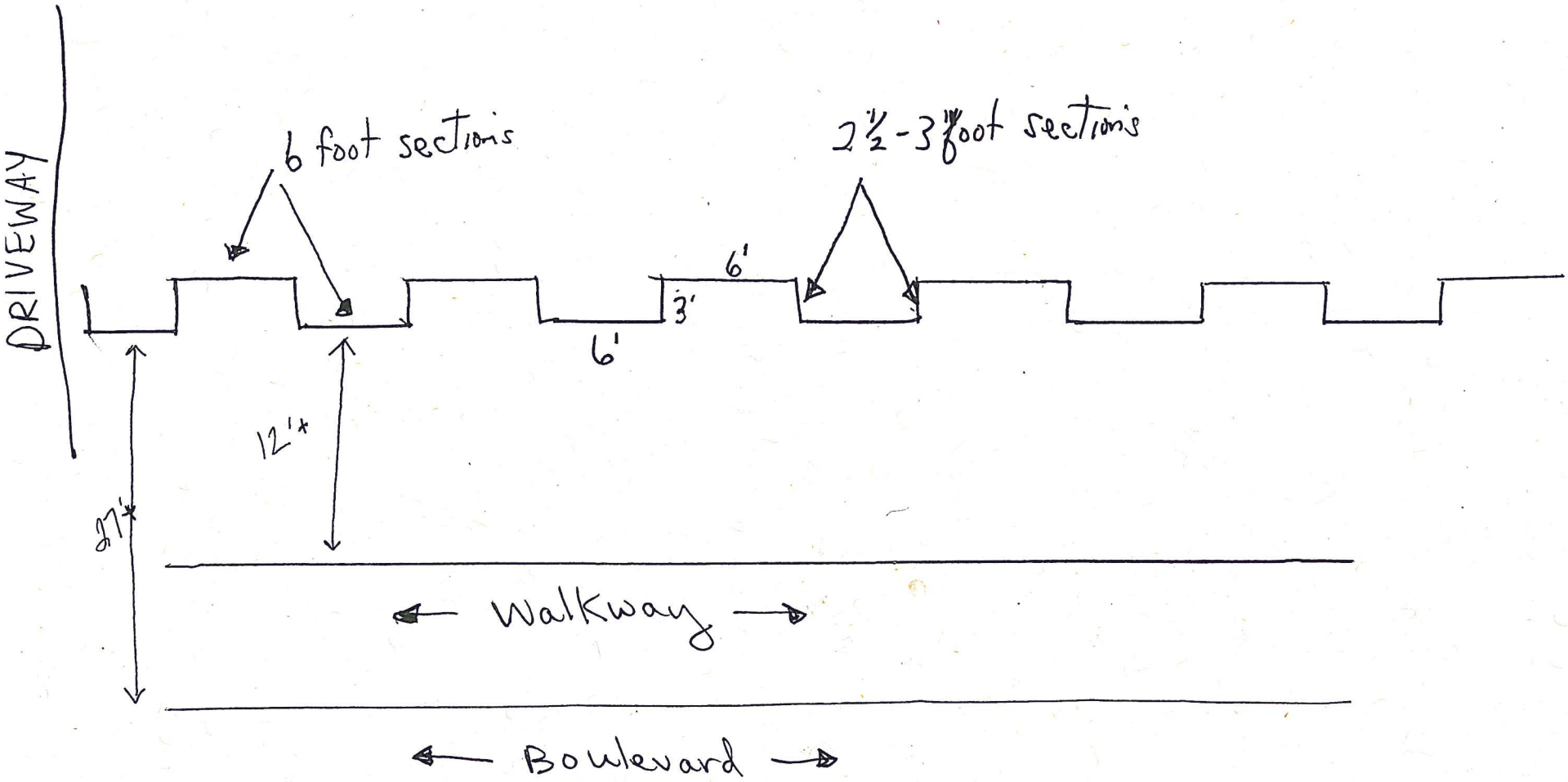
N

Map not to scale

RECEIVED
OCT 25 2013

N

Fence Design Detail



AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

WALMART STORES

Meeting Date:	November 12, 2013
Item Type:	Regular Agenda
Contact:	Allan Hunting 651.450.2554
Prepared by:	Allan Hunting, City Planner
Reviewed by:	

Fiscal/FTE Impact:

X	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
	Other

PURPOSE/ACTION REQUESTED

Consider a Resolution allowing a one-time hour extension to allow the store to remain open 24 hours on Thanksgiving Day.

- Requires 3/5th's vote.
- 60-day deadline: N/A

SUMMARY

Walmart Stores has submitted a request to allow for extended hours for the evening of November 28, 2013 (Thanksgiving Day). The request is to allow the store to remain open 24 hours into the morning of Friday, November 29. A representative of Walmart has submitted a letter with the reasons for the request. The parking lot lights would also remain on full intensity for the same period.

The approvals for Walmart have restrictions on hours of operation and hours the parking lot lighting remains on. Currently, the store hours are restricted to 7:00 a.m. to 11:00 p.m. daily with one exception where the store may open at 5:00 a.m. the Friday after Thanksgiving. The parking lot lighting is to be reduced after 11:10 each evening. As a courtesy, staff mailed notice of the meeting to 27 property owners along Cheney Trail that are the closest to the store.

As we understand the application, this is a onetime request. Staff has prepared a resolution documenting this fact. If Walmart wishes to make this a permanent change, then an application to change the PUD approval and Development Contract would be required for next year.

In 2009, 2011 and 2012, Walmart made similar requests to remain open for the same 24 hour period. Staff supported the requests provided there weren't any neighbor concerns that couldn't be addressed. The City Council denied the requests in 2009 and 2011, but approved the request in 2012.

In all commercial districts, businesses are allowed to operate 24 hours unless specific conditions regulating hours are approved by Council. In this case, Walmart is one of the few, if not the only business in the city that has restricted hours of operation.

RECOMMENDATION

Planning Staff. Would support the one-time hour change unless there are neighbor concerns that cannot be addressed.

Attachments: Resolution approving one-time hour change
Letter from Walmart

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION APPROVING A ONE-TIME HOUR EXTENSION TO ALLOW THE WALMART STORE TO REMAIN OPEN 24 HOURS ON NOVEMBER 28, 2012 INCLUDING INTO THE MORNING OF NOVEMBER 29, 2013.

WHEREAS, Walmart Stores has requested approval to extend the hours of operation to avoid closing the evening of November 28, 2013 (Thanksgiving Day).

WHEREAS, the original conditions of approval of the Walmart Store stipulated hours of operation limited to 7:00 a.m. to 11:00 p.m. daily, and the Development Contract stipulated parking lot timing to the same hours;

WHEREAS, on November 14, 2005, the City Council approved Resolution #05-229 approving a change to the hours of operation to allow the store to open at 5:00 a.m. the Friday after Thanksgiving and to allow the parking lot lighting to remain at full intensity until 11:10 p.m. daily;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS, that a one-time change to the hours of operation to allow the store to remain open 24 hours and to allow the parking lot lighting to remain on 24 hours on November 28, 2013 including into the morning of Friday, November 29, 2013 only is hereby approved.

Adopted by the City Council of Inver Grove Heights this _____ day of _____, 2013.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

Fredrikson
& BYRON, P.A.

October 24, 2013

Via U.S. Mail and Email (ahunting@invergroveheights.org.)

Mr. Allan Hunting, City Planner
City of Inver Grove Heights
8150 Barbara Avenue
Inver Grove Heights, Minnesota 55077

Re: Extended Hours Request
Wal-Mart Store at 9165 Cahill Avenue, Inver Grove Heights, MN

Dear Mr. Hunting:

On behalf of our client, Wal-Mart Stores, Inc., we respectfully request that the City Council approve a temporary change in the Inver Grove Heights Store's permitted operating hours to allow extended shopping hours during the 2013 Thanksgiving holiday weekend.

Currently, the store is permitted to be open on Thanksgiving from 7:00 a.m. until 11:00 p.m., and on the Friday after Thanksgiving from 5:00 a.m. until 11:00 p.m. Wal-Mart seeks the following additional hours of operation: Thursday, November 28th from 11:00 p.m. to midnight and Friday, November 29th from 12:00 a.m. to 5:00 a.m. The request is for a total of six additional hours over the two days.

Wal-Mart makes this request to accommodate shoppers who increasingly have been starting their holiday shopping earlier and want more flexibility. Many stores – including Wal-Mart's competition in the community – are not restricted from opening at 12:00 a.m. on Black Friday. Many stores, including other Wal-Mart stores in the metro area, will be open on Thanksgiving Day and continuing through Friday.

We appreciate the City's consideration of this request as well as the Council's approval of our client's similar request for 2012. I would be very happy to answer any questions that you may have. We look forward to hearing from you soon.

Very truly yours,

Susan D. Steinwall
Direct Dial: 612.492.7171
Email: ssteinwall@fredlaw.com

cc: Luke Nordquist
Trace Northcross

AGENDA ITEM _____

INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

REVIEW ORDINANCE ALLOWING VERTICAL ACCESS WIND TURBINES

Meeting Date: November 12, 2013
Item Type: Regular Agenda
Contact: Heather Botten 651.450.2569
Prepared by: Heather Botten, Associate Planner
Reviewed by:

Fiscal/FTE Impact:

X	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
	Other

PURPOSE/ACTION REQUESTED

Consider the Second Reading of an **Ordinance Amendment** to allow vertical access wind turbines as a permitted use in the A, E-1 and E-2 zoning districts:

- Requires 3/5th's vote.
- 60-day deadline: N/A

SUMMARY

City Council directed staff to prepare a draft ordinance to allow vertical access wind turbines (VAWT) in the A, E-1, and E-2 residential zoning districts as a permitted use based on comments received from Mr. Grannis at a Council worksession earlier this year.

Currently the City Code conditionally allows wind power converters in the A, E, I, and P districts. The code defines a wind power converter as a mechanical device that harnesses energy from the wind. By this definition vertical axis wind turbines would be allowed as a conditional use in the districts mentioned.

On October 28th City Council heard the first reading of the ordinance to allow VAWT in certain districts and after discussion, requested additional information from staff regarding the number of lots with E-2 zoning and explanation of the proposed height for the turbines.

There are 96 parcels in IGH that are zoned E-2; the mean is 2.954 acres in size. When removing nine parcels that are over 5 acres the average lot size becomes 1.725 acres, this number more accurately reflects the average lot sizes in the E-2 district. There are four pockets of E-2 zoned lots in the City, these areas are demonstrated in Exhibit A.

The proposed VAWT ordinance allows a turbine to be 52.5 feet in height. This number came from section 10-5-8 of the zoning code that states: Height limitations set forth elsewhere in this ordinance shall be increased fifty percent (50%) when applied to church spires, towers, monuments, poles, smokestacks, and similar structures. When relating this section to the residential lots the maximum height for a turbine would be 52.5 feet.

No other metro city has an ordinance specifically for vertical axis turbines. The following are height regulations in other cities for wind energy systems:

- Woodbury allows a maximum hub height of 45 feet and up to 75 feet as an interim use.
- Duluth allows towers 50 feet or less and up to 130 feet with a special use permit.

- Eagan allows wind systems up to 100 feet.
- Burnsville has a maximum height of 120 feet.
- A model wind energy ordinance allows a maximum height of 70 feet in urban lots (less than one acre) and 101 feet in suburban lots (lots between 2-5 acres)

At this time only vertical axis wind turbines are being considered for a permitted use in certain districts. The City of Inver Grove Heights does not take any position as to the efficiency or effectiveness of the VAWT design and operation.

The Council has the option to approve the ordinance as presented in two readings or discuss it again at a third reading.

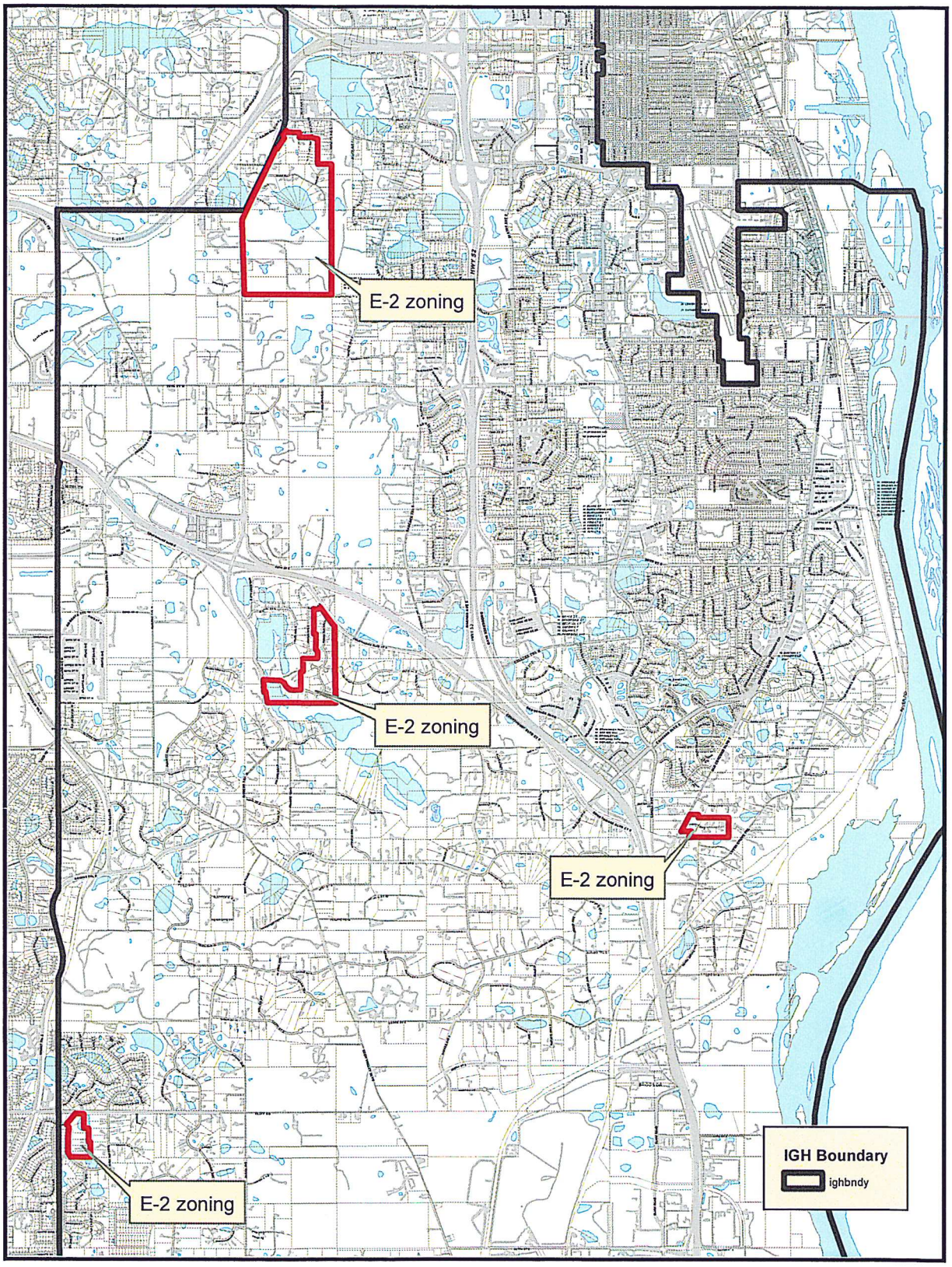
RECOMMENDATIONS

Planning Staff: Based on the information provided and the performance standards listed in the attached ordinance, staff is recommending **approval** of the amendment to allow vertical axis wind turbines as a permitted use in the A, E-1, and E-2 zoning districts.

Planning Commission: At their August 7, 2013 meeting the Commission recommended **denial** of the request based on there being no direct need and the problem could be corrected based on the current City ordinance (6/1 – Hark). Generally, the Planning Commission felt that VAWT were already allowed by a conditional use permit and that the CUP process was important to give neighbors an opportunity to express their concerns. Additionally, they felt an ordinance based on one citizen's need seemed inappropriate since the use is allowed by CUP. Until there are numerous requests for VAWT or an alternative energy ordinance was created, the Commission did not see the purpose to change the ordinance.

Attachments: E-2 zoned areas
Draft Ordinance

The E-2 zoned areas in the City.



N

Map not to scale

Exhibit A

DRAFT

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO._____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 10, (ZONING ORDINANCE) REGARDING ALLOWING VERTICAL AXIS TURBINES AS A PERMITTED USE IN THE A, AGRICULTURAL AND E-1 AND E-2, ESTATE RESIDENTIAL ZONING DISTRICTS

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. **Amendment**. Title 10, Chapter 6, LAND USE MATRICES of the Inver Grove Heights City Code is hereby amended to add the following:

10-6-1: **LAND USES IN ALL RESIDENTIAL DISTRICTS:**

	Zoning District												
Use	**A**	**E-1**	**E-2**	**R 1 A**	**R-1 B**	**R-1C**	**R-2**	**R-3A**	**R-3B**	**R-3C**	**R-4**	**MF-PUD**	**MU-PUD**
Permitted Uses													
Vertical Axis Turbines (see section 10-15G-7 of this title)	P	P	P										

Section Two. **Amendment.** Title 10, Chapter 2-2, DEFINITIONS, of the Inver Grove Heights City Code is hereby amended to add the following:

Vertical Axis Turbine: A type of wind turbine where the main rotor shaft is set vertically

Section Three. **Amendment.** Title 10, Chapter 10-15G-7, PERFORMANCE STANDARDS, of the Inver Grove Heights City Code is hereby amended to add the following:

VERTICAL AXIS WIND TURBINES (VAWT): shall be allowed as a permitted use in the A, E-1, and E-2 districts provided the following criteria are met:

a. Within all A, E-1 and E-2 zoning districts, the maximum height for a free-standing VAWT shall be 52.5 feet. Heights in excess of those allowed shall be permitted by conditional use permit.

   The maximum height of the VAWT shall be 15 feet if attached to or placed on the roof of the principal structure.

   Property located in the shoreland and critical area districts are limited to a maximum VAWT height of 35 feet, per state regulations.

b. The base of the turbine shall be set back from all property lines a distance equal to the turbine height, measured to the highest point of the turbine or equal to the principal structure setback of the base zoning district, whichever is greater.

c. On lots less than 15 acres in size, no more than one roof top or one free-standing turbine is permitted. On lots greater than 15 acres additional turbines are allowed provided they do not exceed a density of 15 acres per turbine. The location of the VAWT may be clustered together.

d. VAWT's shall comply with all applicable state and federal regulatory standards including, but not limited to, the Federal Aviation Administration (FAA), Minnesota Pollution Control Agency (MPCA) and State Building Code. A building permit consisting of a completed application, site plan, two (2) sets of plans, and structural engineering is required for a VAWT prior to installation. VAWT's shall be certified by Underwriters Laboratories, Inc, the Small Wind Certification Council, Intertech, or other body as determined by the Chief Building Official. The City reserves the right to deny a building permit for a VAWT's deemed to have inadequate certification or testing for operation in a severe winter climate.

e. The appearance of the VAWT shall be maintained throughout the life of the wind energy system pursuant to industry standards. The system shall not be used for displaying any advertising.

f. All grid connected systems shall have an agreement with the local utility prior to the issuance of a building permit. A visible external disconnect must be provided if required by the utility company.

g. If the VAWT remains nonfunctional or inoperative for a continuous period of one year, the system shall be deemed to be abandoned and shall constitute a public nuisance. The owner shall remove the abandoned system at their expense after a demolition permit has been obtained. Removal includes the entire structure including foundation to below natural grade and transmission equipment.

Section Four. <u>Effective Date</u>. This Ordinance shall be in full force and effect upon its publication as provided by law.

DRAFT

Passed in regular session of the City Council on the ____day of _____, 2013.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy City Clerk

DRAFT

AGENDA ITEM 7D

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COUNCIL ACTION

Resolutions Establishing Utility Rates for 2014

Meeting Date:	November 12, 2013
Item Type:	Regular
Contact:	Scott D. Thureen, 651.450.2571
Prepared by:	Scott D. Thureen, Public Works Director
Reviewed by:	SDT

Fiscal/FTE Impact:

X	None
	Amount included in current budget
	Budget amendment requested
	FTE included in current complement
	New FTE requested – N/A
	Other:

PURPOSE/ACTION REQUESTED

Consider three separate resolutions establishing water, sanitary sewer and storm water rates for 2014.

SUMMARY

The proposed rate increases for water and sanitary sewer follow the recommendations presented in the 2012 rate study update that was prepared by Ehlers and Associates. The study recommended that the water rate be increased by 2 percent and that the sanitary sewer rate be increased by 3.5 percent.

I recommend that the storm water utility rates remain unchanged for 2014.

I recommend passage of the three resolutions establishing utility rates for 2014, with water rates increasing by 2.0 percent, sanitary sewer rates increased by 3.5 percent and storm water rates remaining unchanged.

SDT/kf
Attachment: Resolutions

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION ESTABLISHING WATER UTILITY RATES EFFECTIVE JANUARY 1, 2014

WHEREAS, Title 8, Chapter 2, Section 8-2-10A of the City Code states that the City Council shall determine water rates by resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS THAT:

Water utility usage rates, commencing January 1, 2014 for monthly and quarterly billings are established as follows:

Single Family Dwelling
The first 6,000 gallons or less.....$20.92 per quarter
6,001 – 20,000 gallons.....$2.43 per 1,000
20,001 – 40,000 gallons.....$2.79 per 1,000
40,001 and more gallons.....$3.02 per 1,000

The minimum charge per quarter shall be $20.92

Multi-Family/Mobile Homes
The first 2,000 gallons or less $6.98 per unit/month
2,001 – 7,000 gallons $2.43 per 1,000
7,001 – 13,000 gallons $2.79 per 1,000
13,001 and more gallons $3.02 per 1,000

The minimum charge per unit per month shall be $6.98

Commercial/Institutional/Industrial
The first 2,000 gallons or less.....$6.98 per month
2,001 – 7,000 gallons.....$2.43 per 1,000
7,001 – 13,000 gallons.....$2.79 per 1,000
13,001 and more gallons.....$3.02 per 1,000

The minimum charge per month shall be $6.98

Special Senior Rates
0 – 6,000 gallons per quarter.....$10.25 per quarter
6,001 and more gallons.....Same as applicable rate above

Adopted this 12th day of November 2013 by the City Council of Inver Grove Heights.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION NO. _____

RESOLUTION ESTABLISHING SEWER UTILITY RATES EFFECTIVE JANUARY 1, 2014

WHEREAS, Title 8, Chapter 4, Section 8-4-6 of the City Code states that the City Council shall determine sewer rates by resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS THAT:

Sewer utility usage rates, commencing January 1, 2014, for monthly and quarterly billings are established as follows:

Single Family Dwelling

The first 6,000 gallons or less	$28.63 per quarter
All over 6,000 gallons	$3.61 per 1,000 gallons

The minimum charge per quarter shall be $28.63

Multi-Family/Mobile Homes

The first 2,000 gallons or less	$9.53 per unit/per month
All over 2,000 gallons	$3.61 per 1,000 gallons

The minimum charge per unit per month shall be $9.53

Commercial/Institutional/Industrial

The first 2,000 gallons or less	$9.53 per month
All over 2,000 gallons	$3.61 per 1,000 gallons

The minimum charge per month shall be $9.53

Adopted this 12th day of November 2013 by the City Council of Inver Grove Heights.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

RESOLUTION ESTABLISHING STORM WATER UTILITY RATES EFFECTIVE JANUARY 1, 2014

RESOLUTION NO. _____

WHEREAS, Ordinance No. 1155, approved June 11, 2007, created a storm water utility; and

WHEREAS, Ordinance No. 1155 provided for the establishment and imposition of fees to pay the normal, reasonable, and current costs of constructing, operating, maintaining and improving the storm water management system; and

WHEREAS, a fee schedule has been developed that considers the relative use of the storm water management system by different types of land uses.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF INVER GROVE HEIGHTS THAT:

Monthly storm water utility rates, commencing January 1, 2014 are established as follows:

Storm Water Utility Group		Per Lot (L) or Acre (A)	Rural (Base Fee) Monthly	Urban (Base + Surcharge) Monthly	NWA Developed (Base + Surcharge) Monthly
Single-Family Residential	R-1A	L	$ 0.92	$ 2.68	$ 8.03
	R-1B	L	0.59	1.72	5.16
	R-1C	L	0.50	1.27	3.82
	Estate (5 ac cap)	A	0.66	1.91	5.72
Multiple Family Residential	R-2 (Duplex/Twinhomes)	A	1.45	4.20	12.61
	R-3 (6+ units/ac)	A	1.72	4.97	14.91
	R-4 (Manufactured Home)	A	1.98	5.73	17.20
Other	Agricultural/Open Space (10 ac cap)	A	0.40[1]	1.15	0.40
	Business District	A	2.90	8.40	25.23
	General Business	A	3.83	11.08	33.25
	Shopping Center	A	3.30	9.55	28.67
	Industrial	A	2.77	8.02	24.08
Public/ Institutional	Schools/Churches/Other	A	1.72	4.97	14.91
	Golf Courses/Cemeteries/Parks	A	0.40[1]	1.15	3.44
	City Facilities	A	2.90	8.40	25.23

[1]The minimum annual fee per parcel is $6.00.

These fees shall be included in the existing utility billing for parcels on City sewer or water, or they will be a new billing for parcels not on City sewer or water.

Adopted this 12th day of November 2013 by the City Council of Inver Grove Heights.

AYES:
NAYS:

_____
George Tourville, Mayor

ATTEST:

_____
Melissa Kennedy, Deputy Clerk

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

CONSIDER THE SECOND READING OF AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 4, CHAPTER 11, SECTIONS 4-11-5(F) AND 4-11-7(A) REGARDING PAYMENT OF A BACKGROUND CHECK INVESTIGATION FEE BY SOLICITORS AND THE GROUNDS FOR REVOCATION, SUSPENSION, OR DENIAL OF A LICENSE OR CERTIFICATE OF REGISTRATION

Meeting Date:	November 12, 2013		**Fiscal/FTE Impact:**
Item Type:	Regular	X	None
Contact:	JTeppen, Asst. City Admin.		Amount included in current budget
Prepared by:			Budget amendment requested
Reviewed by:			FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED Consider the second reading of an ordinance amending City Code Title 4, Chapter 11, Sections 4-11-5(F) and 4-11-7(A) regarding payment of a background check investigation fee by solicitors and the grounds for revocation, suspension, or denial of a license or certificate of registration.

SUMMARY As Council will recall, a Peddler is defined as: A person who goes from house to house, door to door, business to business, street to street, or any other type of place to place, for the purpose of offering for sale, displaying or exposing for sale, selling or attempting to sell, and delivering immediately upon sale, the goods, wares, products, merchandise, or other personal property, that the person is carrying or otherwise transporting. The term "peddler" also includes the term "hawker".

A Solicitor is defined as: A person who goes from house to house, door to door, business to business, street to street, or any other type of place to place, for the purpose of obtaining or attempting to obtain orders for goods, wares, products, merchandise, other personal property, or services, of which a person may be carrying or transporting samples, or that may be described in a catalog or by other means, and for which delivery or performance shall occur at a later time.

Peddlers must be licensed by the City while Solicitor's must only register with us. A background investigation fee was implemented for the Peddler's, but not for Solicitor's. It was anticipated that a background investigation would be discretionary for Solicitor's. Since the regulations were adopted in late 2009, staff has completed a background investigation on each Solicitor who has registered.

Rather than arbitrarily choose who received a background investigation, staff felt it was more appropriate to do a background investigation on each applicant. Only a very few have been denied the ability to solicit based on the results of their background investigation.

There continues to be more and more businesses that are registering; 71 people registered as a Solicitor in 2012, to date 100 people have registered in 2013. The increasing numbers from year to year increasingly drain staff resources.

Staff recommends Council amend the ordinance permitting a background investigation fee for those who register as a Solicitor with the City.

CITY OF INVER GROVE HEIGHTS
DAKOTA COUNTY, MINNESOTA

ORDINANCE NO. ____

AN ORDINANCE AMENDING INVER GROVE HEIGHTS CITY CODE, TITLE 4, CHAPTER 11, SECTIONS 4-11-5(F) AND 4-11-7(A) REGARDING PAYMENT OF A BACKGROUND CHECK INVESTIGATION FEE BY SOLICITORS AND THE GROUNDS FOR REVOCATION, SUSPENSION, OR DENIAL OF A LICENSE OR CERTIFICATE OF REGISTRATION

THE CITY COUNCIL OF THE CITY OF INVER GROVE HEIGHTS ORDAINS AS FOLLOWS:

Section One. **Amendment**. Title 4, Chapter 11, Section 4-11-5(F), of the Inver Grove Heights City Code is hereby amended to read as follows:

F. Background Investigation: A background investigation of the applicant may be conducted at the discretion of the ~~council, but no fee shall be required of the applicant~~ City Clerk. If a background investigation is conducted, the applicant shall pay the appropriate fee. Following completion of the background investigation, the police chief shall make a recommendation to the City Clerk regarding the applicant's fitness for approval.

Section Two. **Effective Date**. **Amendment**. Title 4, Chapter 11, Section 4-11-7(A), of the Inver Grove Heights City Code is hereby amended to read as follows:.

A. Grounds For Denial, Suspension Or Revocation: A license or certificate of registration may be revoked, suspended or denied for one or more of the following reasons:

1. The proposed use does not comply with the zoning code.

2. The applicant has failed to pay any of the appropriate fees.

3. The applicant has made fraudulent statements, misrepresentations, or false statements on the application or as part of the background investigation.

~~4. Conviction of any crime directly related to the business or activity being applied and failure to show sufficient rehabilitation and present fitness to perform the duties of the business.~~

4. Conviction of a crime within the past five (5) years of the date of application for any violation of any federal or state statute or regulation, or of any local ordinance, which adversely reflects upon the person's ability to conduct the business for which the

license or registration is being sought in a professional, honest, and legal manner, unless the applicant provides competent evidence of sufficient rehabilitation and present fitness to perform the duties of the business. Such violations shall include, but are not limited to, burglary, theft, larceny, swindling, fraud, unlawful business practices, and any form of actual or threaten physical harm against another person.

5. If an applicant has a bad business reputation. Evidence of a bad business reputation shall include, but is not limited to, the existence of more than three (3) complaints against an applicant with the Better Business Bureau, the Office of the Minnesota Attorney General or other state attorney general's office, or other similar business or consumer rights office or agency, within the preceding twelve (12) months, or three (3) complaints filed with the city against an applicant within the preceding five (5) years.

6. ~~5.~~ Conducting the business activity in such a manner as to constitute a breach of the peace, menace to the health, safety and welfare of the public, or a disturbance of the peace or comfort of the residents of the city, upon a recommendation of the police chief or an appropriate city official.

7. ~~6.~~ Actions unauthorized or beyond the scope of the license or certificate of registration.

8. ~~7.~~ The applicant's license or certificate of registration has been denied, revoked or suspended by the city or another governmental unit in the past.

9. ~~8.~~ Violation of any regulation or provision of this code or zoning code applicable to the activity for which the license or certificate of registration has been granted, or any regulation or state law that may be applicable.

10. ~~9.~~ Other good cause.

Section Three. Effective Date. This Ordinance shall be in full force and effect upon its publication as provided by law.

Passed in regular session of the City Council on the____th day of November, 2013.

CITY OF INVER GROVE HEIGHTS

By: _____
George Tourville, Mayor

ATTEST:

By: _____
Melissa Kennedy, Deputy City Clerk

AGENDA ITEM _____

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COUNCIL ACTION**

CONSIDER REQUEST FOR A SPECIAL BOW HUNT OUTSIDE THE ESTABLISHED BOW HUNTING BOUNDARIES

Meeting Date:	November 12, 2013		**Fiscal/FTE Impact:**
Item Type:	Regular	X	None
Contact:	JTeppen, Asst. City Admin.		Amount included in current budget
Prepared by:			Budget amendment requested
Reviewed by:	Larry Stanger, Police Chief		FTE included in current complement
			New FTE requested – N/A
			Other

PURPOSE/ACTION REQUESTED Consider a request for a special bow hunt outside the established bow hunting boundaries.

SUMMARY Jim and Lora Krech and Arlan and Dianne Olson of 2585 62nd Street E and 2615 62nd Street E, respectively, ask the City Council to consider their request for a special bow hunt to take place on their adjacent and contiguous properties. These properties are outside the established bow hunting boundaries (see map #1).

Staff has asked Mr. Krech to submit acknowledgement of the hunt from the DNR, and to request written acknowledgment of the hunt from the adjacent property owners (See map #2).

All but one property owner has submitted signed permission notifications and the local DNR conservation officer has been in contact with staff and has acknowledged his notification.

Staff has advised Mr. Krech and Mr. Olson that should they receive permission from the Council, they must comply with all the requirements set forth as if they were hunting within the boundaries where bow hunting is allowed. Those requirements are:

Bow Hunters may be property owners or have received written permission from the owner. Hunters who have received written permission from a property owner must inform the Police Department of dates when hunting will take place, etc. They must also show a valid State of Minnesota deer hunting license and comply with all laws and regulations of the State of Minnesota related to deer hunting. If you are hunting on your own property you are not required to register with the Police Department.

Additional regulations include:

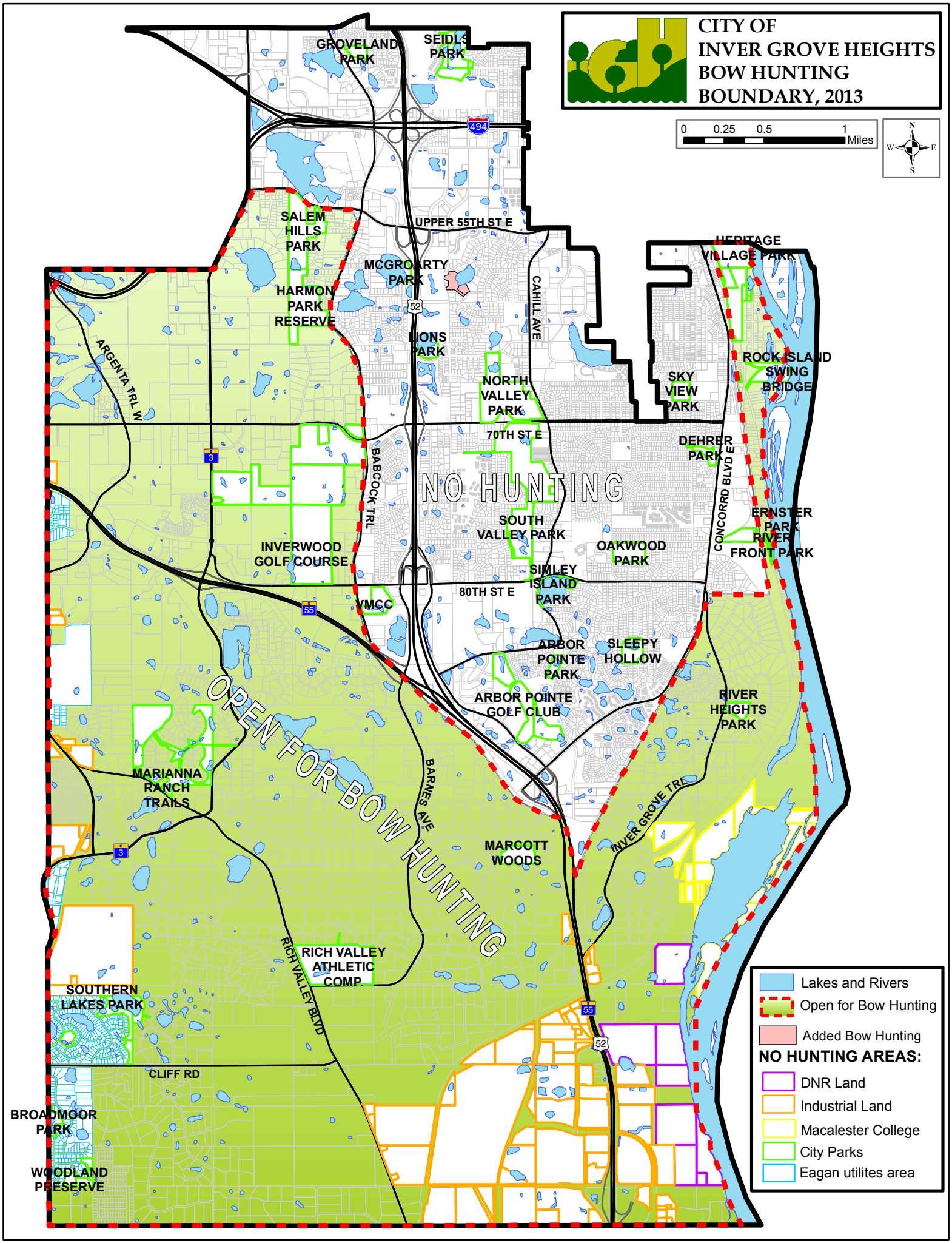
- Restricting discharge within 200 feet of driveways not owned by the person engaged in the shooting unless the owner of the driveway consents to a lesser restriction.
- Restricting discharge within 200 feet of any public street or private roadway.
- There shall be no shooting or discharge of any bow and arrow within three hundred (300) feet of any residential or commercial structure.
- Limiting bow and arrow use to parcels of 2.5 acres or greater to the owners of the parcel, the residents, and parents and children, grandparents, aunts, uncles, brothers and sisters of the owners.
- Limiting bow and arrow use to parcels of 5 acres or greater. Including any parcel of less than 5 acres in size when combined with contiguous parcels to the owners, the residents of the parcel, the parents and children, grandparents, aunts, uncles, brothers and sisters of owners or residents, and those receiving permission from all the owners.
- On an individual parcel of 5 acres or more in size, only the owners of the parcel, the residents of the parcel and the parents, children, grandchildren, aunts, uncles, brothers and sisters of the owners or residents and those receiving permission from the owner.

The Krech's property is 6.41 acres, and Olson's is 2.54 they therefore meet the requirements in the regulations for size. For the purposes of this special hunt they propose to combine the two properties so that a wider range of hunters can hunt.

RECOMMENDATION Staff believes that they have fairly set forth requirements for property owners who wish to request a special hunt outside of the established bow hunting boundaries.

Unfortunately Staff cannot recommend that Mr. Krech and Mr. Olson be granted permission for the special hunt based on the fact that one adjacent property owner has declined to give their permission.

If Council should grant Mr. Krech and Mr. Olson permission to conduct a special hunt outside the established boundaries, Council should be prepared to provide direction to staff on what the requirements should be for any future requests.


CITY OF
INVER GROVE HEIGHTS
BOW HUNTING
BOUNDARY, 2013
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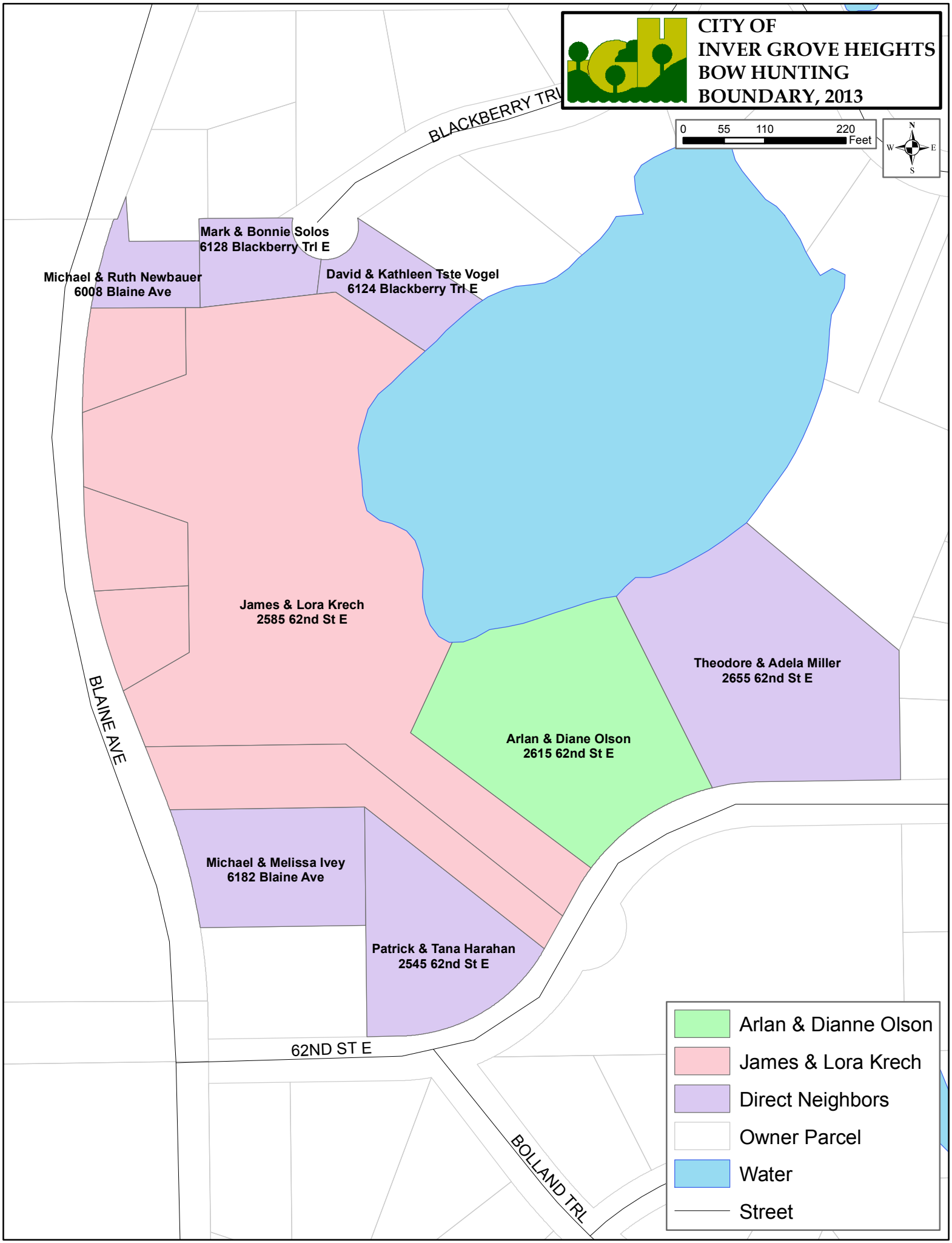
GROVELAND PARK
SEIDLS PARK
494
SALEM HILLS PARK
UPPER 55TH ST E
HERITAGE VILLAGE PARK
MCGROARTY PARK
HARMON PARK RESERVE
52
CAHILL AVE
LIONS PARK
ROCK ISLAND SWING BRIDGE
ARGENTA TRL W
NORTH VALLEY PARK
SKY VIEW PARK
70TH ST E
DEHRER PARK
3
BABCOCK TRL
NO HUNTING
CONCORRD BLVD E
ERNSTER PARK
RIVER FRONT PARK
SOUTH VALLEY PARK
OAKWOOD PARK
INVERWOOD GOLF COURSE
SIMLEY ISLAND PARK
80TH ST E
55
VMCC
ARBOR POINTE PARK
SLEEPY HOLLOW
ARBOR POINTE GOLF CLUB
RIVER HEIGHTS PARK
OPEN FOR BOW HUNTING
MARIANNA RANCH TRAILS
BARNES AVE
INVER GROVE TRL
MARCOTT WOODS
RICH VALLEY ATHLETIC COMP
RICH VALLEY BLVD
SOUTHERN LAKES PARK
CLIFF RD
BROADMOOR PARK
WOODLAND PRESERVE
Lakes and Rivers
Open for Bow Hunting
Added Bow Hunting
NO HUNTING AREAS:
DNR Land
Industrial Land
Macalester College
City Parks
Eagan utilites area


CITY OF
INVER GROVE HEIGHTS
BOW HUNTING
BOUNDARY, 2013
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BLACKBERRY TRL
Mark & Bonnie Solos
6128 Blackberry Trl E
Michael & Ruth Newbauer
6008 Blaine Ave
David & Kathleen Tste Vogel
6124 Blackberry Trl E
James & Lora Krech
2585 62nd St E
Theodore & Adela Miller
2655 62nd St E
Arlan & Diane Olson
2615 62nd St E
BLAINE AVE
Michael & Melissa Ivey
6182 Blaine Ave
Patrick & Tana Harahan
2545 62nd St E
62ND ST E
BOLLAND TRL
Arlan & Dianne Olson
James & Lora Krech
Direct Neighbors
Owner Parcel
Water
Street

City of Inver Grove Heights

SPECIAL BOW HUNT NOTIFICATION AND PERMISSION

The Property Owners at 2585, 2615 and 2630 62nd Street East are seeking permission from the City Council to conduct a SPECIAL BOW HUNT on their properties between the dates of November 13 and December 31, 2013.

These property owners must comply with all the requirements set forth by the City as if they were hunting within the boundaries where bow hunting is allowed. Those requirements are:

Bow Hunters may be property owners or have received written permission from the owner. Hunters who have received written permission from a property owner must inform the Police Department of dates when hunting will take place, etc. They must also show a valid State of Minnesota deer hunting license and comply with all laws and regulations of the State of Minnesota related to deer hunting. If you are hunting on your own property you are not required to register with the Police Department.

Additional regulations include:

- Restricting discharge within 200 feet of driveways not owned by the person engaged in the shooting unless the owner of the driveway consents to a lesser restriction.
- Restricting discharge within 200 feet of any public street or private roadway.
- There shall be no shooting or discharge of any bow and arrow within three hundred (300) feet of any residential or commercial structure.
- Limiting bow and arrow use to parcels of 2.5 acres or greater to the owners of the parcel, the residents, and parents and children, grandparents, aunts, uncles, brothers and sisters of the owners.
- Limiting bow and arrow use to parcels of 5 acres or greater. Including any parcel of less than 5 acres in size when combined with contiguous parcels to the owners, the residents of the parcel, the parents and children, grandparents, aunts, uncles, brothers and sisters of owners or residents, and those receiving permission from all the owners.
- On an individual parcel of 5 acres or more in size, only the owners of the parcel, the residents of the parcel and the parents, children, grandchildren, aunts, uncles, brothers and sisters of the owners or residents and those receiving permission from the owner.

In addition to these requirements, the City is requiring that the property owners indicated distribute and receive written permission from you as an adjacent property owner.

By signing below you understand that a special bow hunt will be allowed between November 13 and December 31, 2013 on the properties located at 2585, 2615 and 2630 62nd Street East.

Name MARK A. SOLOS

Date 10-31-13

Address 6128 BLACKberry TRL E, IGH. 55076

Home ADDRESS:
147 KASSAN CT.
South ST. PAUL, MN 55075

City of Inver Grove Heights

SPECIAL BOW HUNT NOTIFICATION AND PERMISSION

The Property Owners at 2585, 2615 [redacted] 62nd Street East are seeking permission from the City Council to conduct a SPECIAL BOW HUNT on their properties between the dates of November 13 and December 31, 2013.

These property owners must comply with all the requirements set forth by the City as if they were hunting within the boundaries where bow hunting is allowed. Those requirements are:

Bow Hunters may be property owners or have received written permission from the owner. Hunters who have received written permission from a property owner must inform the Police Department of dates when hunting will take place, etc. They must also show a valid State of Minnesota deer hunting license and comply with all laws and regulations of the State of Minnesota related to deer hunting. If you are hunting on your own property you are not required to register with the Police Department.

Additional regulations include:

- Restricting discharge within 200 feet of driveways not owned by the person engaged in the shooting unless the owner of the driveway consents to a lesser restriction.
- Restricting discharge within 200 feet of any public street or private roadway.
- There shall be no shooting or discharge of any bow and arrow within three hundred (300) feet of any residential or commercial structure.
- Limiting bow and arrow use to parcels of 2.5 acres or greater to the owners of the parcel, the residents, and parents and children, grandparents, aunts, uncles, brothers and sisters of the owners.
- Limiting bow and arrow use to parcels of 5 acres or greater. Including any parcel of less than 5 acres in size when combined with contiguous parcels to the owners, the residents of the parcel, the parents and children, grandparents, aunts, uncles, brothers and sisters of owners or residents, and those receiving permission from all the owners.
- On an individual parcel of 5 acres or more in size, only the owners of the parcel, the residents of the parcel and the parents, children, grandchildren, aunts, uncles, brothers and sisters of the owners or residents and those receiving permission from the owner.

In addition to these requirements, the City is requiring that the property owners indicated distribute and receive written permission from you as an adjacent property owner.

By signing below you understand that a special bow hunt will be allowed between November 13 and December 31, 2013 on the properties located at 2585, 2615 and 2630 62nd Street East.

Melissa Ivey
Name

11/2/14
Date

U182 Blaine Ave, IGH 55076
Address

City of Inver Grove Heights

SPECIAL BOW HUNT NOTIFICATION AND PERMISSION

The Property Owners at 2585, 2615 [redacted] 62nd Street East are seeking permission from the City Council to conduct a SPECIAL BOW HUNT on their properties between the dates of November 13 and December 31, 2013.

These property owners must comply with all the requirements set forth by the City as if they were hunting within the boundaries where bow hunting is allowed. Those requirements are:

Bow Hunters may be property owners or have received written permission from the owner. Hunters who have received written permission from a property owner must inform the Police Department of dates when hunting will take place, etc. They must also show a valid State of Minnesota deer hunting license and comply with all laws and regulations of the State of Minnesota related to deer hunting. If you are hunting on your own property you are not required to register with the Police Department.

Additional regulations include:

- Restricting discharge within 200 feet of driveways not owned by the person engaged in the shooting unless the owner of the driveway consents to a lesser restriction.
- Restricting discharge within 200 feet of any public street or private roadway.
- There shall be no shooting or discharge of any bow and arrow within three hundred (300) feet of any residential or commercial structure.
- Limiting bow and arrow use to parcels of 2.5 acres or greater to the owners of the parcel, the residents, and parents and children, grandparents, aunts, uncles, brothers and sisters of the owners.
- Limiting bow and arrow use to parcels of 5 acres or greater. Including any parcel of less than 5 acres in size when combined with contiguous parcels to the owners, the residents of the parcel, the parents and children, grandparents, aunts, uncles, brothers and sisters of owners or residents, and those receiving permission from all the owners.
- On an individual parcel of 5 acres or more in size, only the owners of the parcel, the residents of the parcel and the parents, children, grandchildren, aunts, uncles, brothers and sisters of the owners or residents and those receiving permission from the owner.

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By signing below you understand that a special bow hunt will be allowed between November 13 and December 31, 2013 on the properties located at 2585, 2615 and 2630 62nd Street East.

Jana Hanahan
Name

11/4/13
Date

2545 62nd St E, IGH MN 55076
Address

City of Inver Grove Heights

SPECIAL BOW HUNT NOTIFICATION AND PERMISSION

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Additional regulations include:

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Ted Miller
Name

Oct 30 2013
Date

2655 62nd street east
Address

City of Inver Grove Heights

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Lora Krech
Name

Nov 2, 2013
Date

2585 62nd St E
Address

City of Inver Grove Heights

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Name _____ Date 11-2-13

Address 2630 62nd St E. IGH

GREG KRECH

City of Inver Grove Heights

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Name: [illegible]

Date: Oct. 26, 2013

Address: [illegible] Blaine Ave

6008 BLAINE AVE
MICHAEL & RUTH NEWBAUER
651-455-0045

City of Inver Grove Heights

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Orlan Olson
Name

10-26-13
Date

2615 62ND ST. E.
Address

City of Inver Grove Heights

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Dianne Olson
Name

10/26/13
Date

2615-62nd St. East
Address